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

*Date of decision: 5<sup>th</sup> February, 2020*

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**CM(M) 182/2018 & CM APPL. 5779/2018**

**SURJEET SINGH**

..... Petitioner

Through: Mr. Param Jeet Singh, Advocate (M-9873239539)

versus

**MANJU BALA & ORS**

..... Respondents

Through: Mr. Hitendra Kr. Nahata & Ms. Ritu Jain, Advocates (M-99210290400)

**CORAM:**

**JUSTICE PRATHIBA M. SINGH**

**Prathiba M. Singh, J. (Oral)**

1. An application for eviction under Section 14(1)(a) and (j) of the Delhi Rent Control Act, 1958 (*hereinafter*, “DRC Act”) was filed by Ms. Manju Bala against Late Mr. Mathura Dass, now represented by his son Mr. Surjeet Singh, i.e., the Petitioner herein (*hereinafter*, “Tenant”). The said eviction petition related to property bearing Garage No.91 (Shop), Gulabi Bagh, Delhi-110007 (*hereinafter*, “suit property”).
2. In the said eviction petition, a decree was passed on 28<sup>th</sup> February, 2013, by the Id. Additional Rent Controller (*hereinafter*, “ARC”), the operative portion of which reads as under:

*“14. Now let me see as to whether petitioner has been able to prove ground of eviction u/s 14 (1)(j) of DRC Act. Section 14(1)(j) of DRC Act provides eviction of tenant on the ground of causing or permitting to be caused substantial damage to the premises. PW-1 in her affidavit has deposed that respondent has raised one room unauthorizedly on terrace of shop against Bye-laws of MCD. It is deposed that the said unauthorized construction is dangerous for human*

*lives as high tension wires of electricity passes through terrace of the shop. It is further deposed that respondent has annexed public electricity pillars into shop in question thereby causing serious damage to property as also a constant danger to human lives. In her cross-examination, petitioner has admitted that the room on First floor was already in existence when she purchased the property but that the tenant has extended the same. This goes contrary to what has been stated by petitioner in petition as well as in her affidavit. Petitioner has not stated any date of unauthorized construction by respondent. Petitioner in her cross-examination has stated that when respondent carried out the construction, on first floor of property in dispute, she reported the matter to police but that she does not have any document. Petitioner has volunteered that it might be in the judicial record. Petitioner has denied the suggestion that room on first floor is a tin shed. Petitioner has further denied the suggestion that electric pillar existed there prior to the purchase of property by her. Petitioner has stated that respondent has installed the electrical pillar after purchase of property by her. She has stated that she lodged a report with electric department but does not have any document in this regard. PW-2 has exhibited photographs of suit property [Photographs have not been proved on record as per provisions of Indian Evidence Act but have not been as such disputed by respondent to be not that of suit property]. Perusal of photographs filed by petitioner [Ex. PW-2/B to D] shows that roof of room on first floor is of Tin. Petitioner in her cross-examination has herself admitted that room on first floor was already in existence when she purchased suit property. Petitioner has not proved on record any complaint which she might have made on unauthorized construction being done by respondent. Petitioner became landlord qua suit property in 2007 and legal notice was given by*

*petitioner in year 2009 meaning thereby that unauthorized construction if any was done by respondent in between but petitioner has not stated any date/month/year of unauthorized construction by respondent. Further petitioner in her cross-examination as mentioned above has already admitted that room on first floor was already in existence when she purchased the property. It might be that earlier landlord might have done the construction on first floor or had extended the same or that respondent might have raised the same with permission of earlier landlord. Petitioner has not examined earlier landlord as witness to prove unauthorized construction on part of respondent. Perusal of photographs filed by petitioner shows that one electricity pillar has been mingled with the construction but the pillar in any case cannot be installed by respondent as it appears to be a high tension pillar [petitioner in her cross-examination has stated that pillar has been installed by respondent] which can be installed by electricity department only. In the circumstances as recorded in this para, I am of the opinion that petitioner has failed to prove unauthorized construction on part of respondent and it cannot be said that any act on part of respondent caused substantial damage to suit property. Nor anything of this sort finds mention in Ex. PW-1/1 or Ex. PW-1/2. Respondent in his affidavit has deposed that electric poll is in existence since induction of respondent as tenant and that he has not constructed any room. So in view of my discussion in this para, I am of the opinion that petitioner has failed to prove ground of eviction under Section 14 (1)(j) of DRC Act and accordingly petition filed by petitioner is dismissed so far as it concerns ground of eviction under Section 14 (1)(j) of DRC Act.*

*15. Nazir is directed to give his report regarding compliance of order under Section 15(1) DRC Act for the purpose of giving benefit of Section 14(2) of DRC*

*Act to respondent and in case of default on behalf of respondent, eviction order shall be passed. Nazir to give report on 15.03.2013. Petitioner is also directed to report that as to whether arrears of rent have been paid directly to her or have been deposited in her bank account or there is any default in the same i.e. the same have neither been deposited in court or not been given to petitioner, eviction order shall be passed on 15.03.2013. Petitioner is directed to appear and apprise the court regarding factual position in this regard on 15.03.2013 failing which it shall be presumed that there is no default on part of respondent and benefit of Section 14(2) of DRC Act shall be granted to respondent. Nazir to maintain miscellaneous file for the report. Let copy of judgment be given to Nazir for the same. No order as to costs. Main File be consigned to record room.”*

3. The order granted the benefit of Section 14(2) of the DRC Act to the Tenant. Vide order dated 14<sup>th</sup> September, 2010, directions were passed for deposit of rent and this order attained finality as it was never challenged. In view of the defaults in payment of rent, vide order dated 30<sup>th</sup> May, 2013, the ARC declined the benefit under Section 14(2) of the DRC Act to the Tenant. The order dated 30<sup>th</sup> May, 2013 was then appealed before the Id. Rent Control Tribunal (*hereinafter*, “RCT”) and vide order dated 27<sup>th</sup> September, 2014, the RCT dismissed the appeal and observed as under:

“ ...

*A bare perusal of the above-said deposition of the appellant before the Ld. ARC would show that the appellant not only admitted the order dated 14.9.2010 to have been passed U/s 15(1) of 'the DRC Act', but, his conduct in depositing the rent amounts in the account of the respondent, also shows that there was no dispute or doubt as regards the relationship of*

*landlord and tenant amongst the parties. Even otherwise, though, the order dated 14.9.2010 directs deposit/payment of arrears of rent within two months in the Court or to pay the same to the respondent in his account, instead of one month as contemplated U/s 15(1) of the DRC Act and also provides for such deposit or payment without prejudice to the rights and contentions of the parties, a constructive reading of the order leaves no doubt that it is an order passed U/s 15(1) of 'the DRC Act', otherwise, the order would have been only for the deposit of the rent amounts with the Controller U/s 15(4) of 'the DRC Act'. Grant of more time to deposit the arrears than as stipulated U/s 15(1) i.e. one month, by no means, can be said to vitiate such an order. At the most, it can be taken to be an irregularity in as much as, such directions did not curtail any right of the appellant, as provided under law.*

*5. In view of the foregoing, I do not find any merit in the appeal and the same is hereby, dismissed. Keeping in view however, the fact that the appellant has assailed the judgment dated 28.2.2013, whereby, the petition filed U/s 14(1)(a) of 'the DRC Act' has been granted, the operation of the impugned order shall remain in abeyance till the disposal of the appeal preferred before this Tribunal against judgment dated 28.2.2013. Appeal stands disposed off accordingly."*

Thereafter, vide order dated 11<sup>th</sup> December, 2017, the RCT also upheld the initial order dated 28<sup>th</sup> February, 2013.

4. The present petition was heard by this Court on 23<sup>rd</sup> December, 2019 and 24<sup>th</sup> December, 2019. Ld. counsel who was appearing for the Tenant at that time had submitted that there was no landlord-tenant relationship between the parties. Even the demand notice seeking eviction was, according to him, defective in nature. Ld. counsel also argued that notice

was given to the wrong premises as the same was addressed to premises no.91 whereas the correct address is 91/3. On the said date, the Court had, after hearing the parties, adjourned the matter to 24<sup>th</sup> December, 2019, directing the Tenant's counsel to seek instructions from the Tenant as to whether he would be willing to vacate the suit property if some time is granted.

5. On 24<sup>th</sup> December, 2019, ld. counsel for the Tenant did not appear. The Tenant, who was present in person, was not willing to make any statement. A new counsel was engaged by the Tenant who now appears and submits that there was no default under Section 14(2) and that the rent was deposited contemporaneously. He further submits that if time is granted, he would like to produce evidence showing that the rent was paid and therefore the findings of the ARC and the RCT are incorrect. He seeks an opportunity to place this evidence on record.

6. On the other hand, ld. counsel for Respondent No.1 (*hereinafter, "Landlady"*) submits that initially the benefit which was granted to the Tenant has also not been availed of and finally, the benefit has been refused under Section 14(2). The eviction decree has been passed and the appeal against the same has also been dismissed. Accordingly, no discretion is liable to be exercised in favour of the Tenant in a petition under Article 227.

7. This Court has heard the parties and perused the record. The primary ground that has been urged to challenge the impugned order is that there is no relationship of landlord and tenant between the parties and the notice which was served was defective in nature. A perusal of the judgment of the ARC shows that this aspect has been considered in detail. The findings of the ARC on this issue are as under: -

11. Before proceeding further, I will first of all give finding to the effect as to whether there exists a relationship of landlord-tenant between parties which is sine qua non for taking up proceedings under DRC Act. Respondent in reply filed by him has denied that petitioner is landlord qua suit property though he has admitted himself to be tenant in suit property. Respondent has stated that there is no relationship of landlord and tenant between parties as no document has been shown to the respondent about sale of suit property. It is stated that petitioner has never attorned respondent as tenant after purchase of property if any nor she has shown any document on basis of which she purchased property nor previous landlord has written any letter to respondent or spoken verbally to accept petitioner as landlord as she had purchased the property. Respondent has further stated that respondent is tenant of Sh. Surinder Kumar s/o Sh. Ram Das Kharbanda @ Rs. 100/- per month and that respondent had taken suit property on rent from Late Sh. Ram Das. Petitioner in her affidavit has exhibited Agreement to sell and purchase with regard to suit property dated 19.09.2007 [Ex. PW-1/1] and GPA in her favour with regard to suit property dated 19.09.2007 [Ex. PW-1/2]. Originals of both Ex. PW-1/1 and Ex. PW-1/2 have been produced by petitioner during her examination in chief and both these Exhibits bear her signatures and no objection with regard to their mode of proof has been taken by respondent. No relevant question regarding Ex. PW-1/1

and Ex. PW-1/2 has been asked from petitioner in cross-examination of petitioner. No suggestion denying authenticity of Ex. PW-1/1 and Ex. PW-1/2 has been given to petitioner in cross-examination of petitioner [ Except one suggestion that Ex. PW-1/1 is totally illegal and void but it has not been asked as to why the same is illegal and void]. All these facts prove Ex. PW-1/1 and Ex. PW-1/2 on Court record. Respondent in order to challenge ownership of petitioner qua suit property has called RW-3 with record of suit property. RW-3 in his examination in chief has stated that in the year 1990, suit property was mutated in name of Sh. Surender Kumar Kharbanda. He has stated that property was allotted in name of Sh. Kartar Singh. He has stated that an application for sale permission has been moved on behalf of Sh. Kartar Singh but that the same was not allowed as certain objections were raised. RW-3 in his cross - examination has stated that House Tax Department is different in MCD from Land and Estate Department and that he does not know whether the property has been presently transferred in name of petitioner in House Tax Department. Perusal of Ex. PW-1/1 and Ex. PW-1/2 show that these documents have been executed by one Sh. Surinder Kumar Kharbanda s/o Late Sh. Ram Das. Respondent in reply/WS filed by him has admitted himself to be tenant of Sh. Surinder Kumar Kharbanda s/o Sh. Ram Das Kharbanda. In both Ex. PW-1/1 and Ex. PW-1/2, it has been mentioned that Smt. Shanti Devi w/o Sh. Ram Das

purchased suit property from Sh. Kartar Singh s/o Hardit Singh who as per lease deed produced by RW-3 Ex. RW-3/A was original lessee. From parentage mentioned in these documents, it appears that Surinder Kumar Kharbanda is son of Ram Das Kharbanda and Smt. Shanti Devi. In lease deed Ex. RW3/A, it has been mentioned that lessee can transfer land after obtaining permission of the lessor. RW-3 in his examination in chief has stated that an application for sale permission has been moved on behalf of Sh. Kartar Singh but the same was not allowed as certain objections were raised. He has stated that in the year 1990, suit property was mutated in name of Sh. Surender Kumar Kharbanda and previously property was in name of Shanti Devi w/o Sh. Ram Das. From deposition of RW-3, it appears that application for sale permission was moved on behalf of Kartar Singh for Smt. Shanti Devi as RW-3 has also stated that previously property was in name of Smt. Shanti Devi. From lease deed brought on record by RW-3, it is clear that even Surinder Kumar Kharbanda was not owner of suit property though suit property was mutated in his name. Respondent on the other hand has stated himself to be tenant of Sh. Surinder Kumar Kharbanda but Surinder Kumar Kharbanda himself did not have perfect title with regard to suit property. It is not clear that as to by which mode suit property came in hands of Surinder Kumar Kharbanda i.e. by way of any transfer document or by way of testamentary document but it appears that

*he is son of Smt. Shanti Devi and his name stands mutated in records so far as suit property is concerned. It is well settled that Mutation does not confer any title but for the purpose of Delhi Rent Control Act, it is also well settled that a person is entitled to initiate proceedings under the Act however imperfect his title may be and for initiation of proceedings under the Act, his rights in the suit property should be more than a tenant. It is clear from record produced by RW-3 that Surinder Kumar Kharbanda was not owner of suit property and that he was not having perfect title to suit property and as a consequence of the same, he can not pass a better title to petitioner than he himself had in the suit property but in any eventuality, he was having more rights in the suit property certainly as compared to respondent as respondent has himself admitted himself to be tenant of Surinder Kumar Kharbanda. In both Ex. PW-1/1 and Ex. PW-1/2, Surinder Kumar Kharbanda has given rights to petitioner to let out suit property and to realize rent. When status of Surinder Kumar Kharbanda as landlord qua suit property has been admitted by respondent and authenticity of Ex. PW-1/1 and Ex. PW-1/2 has not been challenged by respondent, for the purposes of present petition to my mind petitioner is landlord of suit property qua respondent in view of my discussion made in this para. However it is made clear that this observation/finding of mine is not going to effect title of suit property as this Court is not a competent Court to give any finding with regard to title of suit property and it is only a Civil*

*Court of competent jurisdiction which can give finding to this effect and finding given by this court is limited only for the purposes of this petition. It is therefore held for purposes of present petition that there exists relationship of landlord and tenant between parties.*”

8. A perusal of the above findings of the ARC shows that the original documents were produced and exhibited as PW-1/1 and PW-1/2, to prove ownership of the suit property. Secondly, the ARC has relied upon the statement of RW-3 who is the LDC from the Land and Estate Department, MCD, Delhi. The ARC concluded that the Tenant has himself admitted as having been inducted by Mr. Surinder Kumar Kharbanda. The said Mr. Surinder Kumar Kharbanda had given rights in the suit property to the Landlady by virtue of exhibit PW-1/1 and PW-1/2. Since the Tenant admitted to having been under the tenancy of Mr. Surinder Kumar Kharbanda, the ARC held that for the purposes of an eviction petition, Respondent No.1 has to be treated as the Landlady. Thus, according to the ARC, the landlord-tenant relationship stood established.

9. Insofar as the service of notice is concerned, the ARC observed that the legal notice dated 28<sup>th</sup> August, 2009 (Ex. PW-1/3) was relied upon by the Landlady, as per which no rent had been paid by the Tenant since 2001. The ARC concludes that since the Landlady was not cross-examined on the aspect of service of notice, the evidence of the Landlady remained unrebutted. The ARC also relied upon the registered AD card (Ex. PW-1/8) to arrive at the conclusion that the service of the notice stands proved. The ARC arrived at the conclusion that the ground for eviction under Section

14(1)(a) of the DRC Act is made out. The ground under Section 14(1)(j) of the DRC Act was, however, rejected by the ARC on account of inconsistencies in the Landlady's affidavit and cross-examination and the lack of any documentary proof to support the Landlady's claims.

10. The RCT has also examined the record and concluded, vide the impugned order dated 11<sup>th</sup> December, 2017, as under: -

*“8. The petitioner exhibited Agreement to Sale and GPA in his favour Ex.PW1/1 and PW1/2 and claimed ownership of the tenanted premises. No objection on behalf of the tenant was raised with regard to these documents. Even no suggestion denying authenticity of these documents was given to the petitioner in her cross-examination. Tenant also examined RW-3 Manish Kumar Arya, LDC from Land and Estate Department, MCD, Delhi, who had stated that in the year 1990, the property was mutated in the name of Sh. Surender Kumar Kharbanda and previously it was in the name of Shanti Devi wife of Sh. Ram Dass. There is no application on record from Sh. Surender Kharbanda for permission to sell the suit property. Documents proved on record show that Sh. Surender Kumar Kharbanda is son of Shanti Devi and that is why property was mutated in his favour. The appellant has admitted himself to be tenant of Surender Kumar. On the basis of documents Ex.PW1/1 and Ex.PW1/2, the property in question was sold to the respondent/landlady for consideration, hence, Manju Bala became owner of the tenanted premises as these documents show that Sh. Surinder Kumar Kharbanda had given rights to the petitioner to let out the property, to realize rent and there existed relationship of landlord and tenant between the*

parties.

9. As regards service of legal notice; though service of demand notice was denied by the appellant, nevertheless no suggestion was given to the petitioner (PW1) that no legal notice was ever sent by the petitioner to the respondent or that no demand notice 28.08.2009 was ever received by the respondent. Hence, service of demand notice on the tenant stood proved.

10. As regards rate of rent; the petitioner claimed rent @ Rs.1500/- per month, whereas tenant disputed the same and stated that rent was Rs.100/- per month, which was being paid to the landlord Surender Kumar. No suggestion was given to PW1 that arrears of rent were paid or tendered within two months of service of legal notice Ex.PW/3, nor there was any suggestion that PW1 intentionally refused to receive the rent/arrears with regard to suit property which was tendered within two months of receipt of demand notice. It was the case of the tenant that he paid rent to Surender Kumar @ Rs.100/- per month till December, 2007. There is no evidence or document proved on record with regard to rate of rent except admission of the appellant that he paid rent @ Rs.100/- to Surender Kumar. Hence, rate of rent was held to be Rs.100/- per month. No question was asked to the tenant (RW-1) in that regard. Hence, it stood proved that rent till December, 2007 stood paid. Hence, it was rightly held by Ld. ARC that rent before December 2007 could not have been claimed. No evidence was led on behalf of the tenant/appellant that he tendered or paid arrears of rent after December, 2007. Since the tenant/appellant failed to prove that he paid or tendered arrears of rent within two months of service of receipt of demand notice Ex.PW1/3, it

*was rightly held that the petitioner/landlady proved her case for allowing eviction petition under Section 14(1)(a) of the DRC Act.”*

11. In the light of the above findings, even if one independently evaluates the evidence on record as also the concurrent findings of the courts below, it is clear that the Tenant could not adduce any evidence to show that the landlord-tenant relationship did not exist. The initial burden on the landlady was clearly discharged. Insofar as the technical objection raised by the Tenant that the notice was served at premises No. 91 when the correct address was 91/3, is concerned, the same appears to be a clear after-thought. Neither party adduced any evidence regarding the rate of rent, except in the statements made in the pleadings. In the Tenant's own affidavit, he admits as under: -

*“5. It is submitted that deponent had taken the premises on rent in 1955 from Late Shri Ram Dass Kharbanda and the rent was increased periodically and presently the rate of rent was Rs. 100/-p.m. which was paid by the respondent to previous landlord named Shri Surender Kumar up to December, 2007. It is denied that the rent was at any time @ Rs.1500/- p.m., as alleged by the petitioner.”*

12. As per the above, the Tenant's clear case was that Shri. Surender Kumar was the earlier Landlord to whom he was paying Rs. 100 per month. The shop was also being run by the Tenant's son. The Tenant not only admitted that he was paying rent but also admitted that he had paid rent till December, 2007 without any proof. When confronted with the AD Card and the notice, he states as under: -

*“I tender my evidence by way of affidavit which is Ex. RW-1/A which bears my signatures at point A & B respectively. Same may be treated as my examination in chief. The contents of my affidavit are true and correct.*

*XXXX by Sh. P.N. Aneja, Counsel for petitioner.*

*Initially I took this shop on rent in the year 1955 at the monthly rent of Rs. 10-12/- per month. I remains sick now a days and my son is running the business at the shop. I have not been attending the shop for last about one year. I have already paid the rent till December 2011. I was paying the rent to one Ram Dass, a fat person, thereafter, I started to pay rent his son namely Pappu. I do not remember at what rate I paid the last rent. I do not know whether the petitioner has purchased the property from the previous owner nor I recognize her. It is wrong that the petitioner approached me at the shop and conveyed me that she has purchased the property, in fact I do not recognize her. It is incorrect that copies of the title of the property have been supplied me in the Court by the petitioner. It is also incorrect that I have extended the shop from the front side. It is further wrong to suggest that I have annexed the electric poll in my property by extending the same. My shop in possession is only a single storey i.e. ground floor and the same is in original form. I have not received any notice from the petitioner i.e. Ex. PW-1/3. I am unable to see my signatures on the acknowledge card Ex. PW-1/8 because of weakness of my vision. It is wrong to suggest that I have not deliberately replied to the notice so received by me nor I tendered the rent to the petitioner. Further, it is also wrong to suggest that I also failed to comply with the notice that is the removal of electricity poll and other unauthorized portion raised by me. It is wrong to suggest that I have not received the copy of the notice dated 28/08/2009 along with the petition of the case by the*

*Court. It is wrong to suggest that the rate of rent last passed Rs. 1500/- per month. I have never paid the rent in absence of Rs. 1,000/- per month. Again said, Rs. 100/- per month. It is wrong to suggest that inspite receipt of notice of demand, I failed to comply the same. It is wrong to suggest that I am deposing falsely.”*

From the above deposition it is clear that the Tenant completely avoided answering the question in respect of the AD card by claiming lack of vision. The answer was evasive, to say the least. Thus, the grounds raised by the Tenant that the Landlady has no rights and that the notice was not served are clearly not made out.

13. After the matter was heard by this Court on two occasions i.e., 23<sup>rd</sup> December, 2019 and 24<sup>th</sup> December, 2019, today the Tenant’s counsel has been changed and a prayer for adjournment is made on the ground that the Tenant wishes to produce rent receipts to show that the rent was deposited. At this stage, such a request cannot be acceded to. The Tenant has admittedly been enjoying the property since 1955, either without paying any rent or for a very meagre rent. The Landlady has fought a long battle. The suit property is also commercial in nature and is located in a busy market. Once the benefit under Section 14(2) of the DRC Act was initially given and the Tenant failed to avail the same, no further opportunity can be granted.

14. In light of the above facts and circumstances, no ground is made out for interfering with the impugned order. Ld. counsel for the Landlady prays that the Tenant has enjoyed a stay order since 20<sup>th</sup> February, 2018. Accordingly, he ought to be directed to pay market rent. Ld. counsel for the Tenant submits that no market rent is liable to be paid.

15. In *Atma Ram Properties (P) Ltd. v. Federal Motors (P) Ltd.*, (2005) 1 SCC 705, a three-judge bench of the Supreme Court has held as follows: -

*“19. To sum up, our conclusions are:*

*(1) While passing an order of stay under Rule 5 of Order 41 of the Code of Civil Procedure, 1908, the appellate court does have jurisdiction to put the applicant on such reasonable terms as would in its opinion reasonably compensate the decree-holder for loss occasioned by delay in execution of decree by the grant of stay order, in the event of the appeal being dismissed and insofar as those proceedings are concerned. Such terms, needless to say, shall be reasonable.*

*(2) In case of premises governed by the provisions of the Delhi Rent Control Act, 1958, in view of the definition of tenant contained in clause (l) of Section 2 of the Act, the tenancy does not stand terminated merely by its termination under the general law; it terminates with the passing of the decree for eviction. With effect from that date, the tenant is liable to pay mesne profits or compensation for use and occupation of the premises at the same rate at which the landlord would have been able to let out the premises and earn rent if the tenant would have vacated the premises. The landlord is not bound by the contractual rate of rent effective for the period preceding the date of the decree.*

*(3) The doctrine of merger does not have the effect of postponing the date of termination of tenancy merely because the decree of eviction stands merged in the decree passed by the superior forum at a latter date.”*

Accordingly, it is directed that the Tenant would hand-over the suit property to the Landlady within a period of one month from today, failing which, rent at the market rate of Rs. 7,500 per month from the date of passing of the eviction order dated 30<sup>th</sup> May, 2013 till the date of handing over of vacant

and peaceful possession would be liable to be paid by the Tenant.

16. The petition is dismissed in the above terms. All pending applications are also disposed of.

**PRATHIBA M. SINGH**  
**JUDGE**

**FEBRUARY 05, 2020**

*Rahul/MR/C*

*(Corrected and released on 4<sup>th</sup> March, 2020)*

