

\$~10

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

%

Judgment delivered on: 26.02.2020

+ RC.REV. 693/2019 & CM APPL.53853/2019

NARESH KUMAR SHAMRA

..... Petitioner

versus

ANIL KUMAR

..... Respondent

Advocates who appeared in this case:

For the Petitioner: Dr.Amit George, Mr.Piyo Harold Jaimon, Mr.Amol Acharya, Mr.Rayadurgam Bharat and Mr.Rishabh Dheer, Advocates along with petitioner in person.

For the Respondent: Mr. Pradeep Sharma, Advocate along with respondent in person.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

1. Petitioner impugns order dated 20.08.2019 whereby leave to defend application of the petitioner has been dismissed on the ground that the same was filed beyond time and an eviction order passed.

2. Respondent had filed the subject eviction petition seeking eviction of the petitioner from one shed on the first floor of DSIDC Shed Complex, Kalyan Puri, Delhi in property bearing No.B-46,

DSIDC Sheds, First Floor, Kalyanpuri, Delhi, more particularly as shown in red colour in the site plan annexed to the eviction petition.

3. Learned counsel for the petitioner under instructions from petitioner, who is present in court, seeks leave to withdraw the petition.

4. Petitioner who is present in Court in person, undertakes that he shall vacate and handover the peaceful vacant possession of the tenanted premises to the respondents on or before 31.12.2021. Petitioner further undertakes that he shall pay use and occupation charges at the rate of Rs.5,000/- per month with effect from 01.03.2020 till the time he hands over the peaceful vacant possession of the tenanted premises to the respondent on or before 31.12.2021. He further undertakes that that petitioner shall clear the arrears of rent with effect from 01.10.2018 till 29.02.2020 at the rate of Rs.1500/- in three equal monthly instalments.

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. 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 shall hand over the possession of the same in the condition as it exists today subject to normal wear and tear.

6. The undertaking is accepted.
7. Learned counsel for the respondent under instructions from the respondent submits that the undertaking is also acceptable to the respondent.
8. Learned counsel for the petitioner points out that today the electricity meter to the tenanted premises has got disconnected and he shall be applying to the electricity authorities for restoration of the meter and supply of electricity.
9. Learned counsel for the respondent under instructions from the respondent who is present in person has no objection to the petitioner getting the electricity supply restored from the concerned authorities and submits that this order may be treated as the no objection of the respondent for the said purpose.
10. In view of the above, the petition is dismissed as withdrawn.
11. Subject to petitioner filing affidavit of undertaking in the above terms within a period of two weeks from today, execution of the impugned order dated 20.08.2019 shall remain stayed till 31.12.2021.
12. Order *Dasti* under signatures of the Court Master.

SANJEEV SACHDEVA, J.

FEBRUARY 26, 2020

rk