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

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Judgment delivered on: 21.01.2022

+ FAO 266/2021 & CM APPL.43179-80/2021

PANKAJ SINGH

..... Petitioner

versus

STATE(NCT OF DELHI) AND ANR.

.....Respondents

Advocates who appeared in this case:

For the Petitioner: Mr. Manoj Singh, Advocate along with petitioner in person.

For the Respondent: Mr. Amit Prakash Shahi and Mr. Ranveer Singh, Advocate along with Mr. Kailash Vadhera, Secretary, East End Apartments CGHS Ltd.

CORAM:-

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

1. The hearing was conducted through video conferencing.
2. Appellant impugns order dated 16.11.2021 whereby the application of the appellant under Order 39 Rule 1 & 2 has been dismissed.
3. Appellant had filed the subject suit seeking a mandatory injunction against termination notice dated 31.07.2021 issued by the respondent.
4. Appellant contends that appellant is a tenant in two shops



measuring 55ft x 15ft and 25ft x 30ft. It is contended that the shops were initially let out to the appellant at the rate of Rs.10,500/- per month and the rent was subsequently increased to Rs.20,000/- per month. As per the appellant he is a tenant in the subject properties.

5. This is disputed by the respondents who contend that appellant was permitted to vend within the colony by bringing a mobile van and appellant has subsequently constructed a temporary tin shed unauthorisedly.

6. However, learned counsel for the parties submit that the parties have settled their disputes. Mr. Pankaj Singh, appellant as also Mr. Kailash Vadhera, Secretary, East End Apartments CGHS Ltd are present in person and connected through VC.

7. Mr. Pankaj Singh, the appellant undertakes that appellant shall vacate and hand over the peaceful vacant possession of the entire portion in the society in his possession to the respondents on or before 21.05.2022. He further undertakes that he shall not claim any right, title or interest in any of the portions in the society or claim any right to vend even through a mobile van in the society.

8. He further undertakes that he shall pay the monthly use and occupation charges at the rate of Rs.20,000/- per month to the respondent society till the time he hands over the peaceful vacant possession of the entire portion in his possession. He further undertakes that he shall clear the entire water and electricity charges, directly to the concerned authorities. He further undertakes that he



shall not sublet, assign or part with possession of the said portions till he vacates and hands over peaceful vacant possession to the society.

9. He further undertakes that the additions that he has made by way of a temporary structure shall be removed by him at the time of vacating the premises.

10. The undertakings are accepted. Appellant is bound down to his undertaking. Appellant shall file an affidavit of undertaking within one week from today on the above lines.

11. Mr. Vadhera submits that the settlement is agreeable to the Society.

12. The appeal is disposed of in the above terms.

13. Copy of the order be uploaded on the High Court website and be also forwarded to learned counsels through email by the Court Master.

JANUARY 21, 2022/rk **SANJEEV SACHDEVA, J.**