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

+ **RC.REV. 32/2023 & CM APPL. 5020/2023**

KAJAL GANGVANY

.....Petitioner

Through: **Mr. Shaunak Kashyap and Mr. Ahmar
Shad, Advocates**

versus

VIRENDER KUMAR BHALLA

.....Respondent

Through: **Mr. S.C. Singhal and Mr. Parth
Mahajan, Advocates**

CORAM:

HON'BLE DR. JUSTICE SUDHIR KUMAR JAIN

ORDER

15.07.2024

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1. The present revision petition is filed under section 25B(8) of the Delhi Rent Control Act, 1958 to impugn the order dated 29.11.2022 passed by the court of Ms. Deepti Devesh, Senior Civil Judge-cum-Rent Controller, South East, Saket Courts, New Delhi in respect of the tenanted premises i.e. shop having private no.6 & 7 situated at ground floor forming part of property bearing plot no. M73, Greater Kailash Part-I (Main Market), New Delhi whereby the application for leave to defend filed by the petitioner was dismissed.

2. The petitioner is stated to be a tenant in respect of shop having private no.6 & 7 situated at ground floor forming part of property bearing plot no. M73, Greater Kailash Part-I (Main Market), New Delhi under the respondent.



3. The respondent filed an eviction petition under section 14(1)(e) read with section 25B of the Delhi Rent Control Act, 1958 and after service of summons as per the Third Schedule, the petitioner filed an application for grant of leave to defend which was dismissed vide order dated 29.11.2022 passed by the court of Ms. Deepti Devesh, Senior Civil Judge-cum-Rent Controller, South East, Saket Courts, New Delhi, as a consequence of which, an eviction order in respect of the above mentioned tenanted premises was passed. The petitioner being aggrieved, filed the present petition.

4. Mr. Shaunak Kashyap, Advocate for the petitioner stated that the petitioner and the respondent have already settled their pending disputes and the petitioner has agreed to vacate and handover the vacant and peaceful possession of the tenanted premises to the respondent on or before 30.07.2028. The petitioner has also undertaken to pay a sum of Rs.2,65,000/- per month as use and occupational charges to the respondent on or before 7th day of every month with effect from 01.08.2024 and to continue to pay use and occupational charges till vacation of the tenanted premises and handing over of the same to the respondent. It is further agreed that if the petitioner fails to handover the vacant possession of the tenanted premises, in that eventuality, the respondent shall be at liberty to initiate appropriate execution proceedings against the petitioner. The petitioner has also undertaken to clear all water, electricity and other dues/charges before vacating the tenanted premises on or before 30.07.2028 and further undertaken not to further sublet, assign or part with the tenanted premises. The petitioner has also agreed not to cause any damage to the present premises or make any substantial addition or alteration in the tenanted



premises.

5. The respective counsel for the petitioner and the respondent stated that in terms of the above mentioned conditions of the settlement, the present petition be disposed of.

6. The perusal of the impugned order dated 29.11.2022 reflects that the trial court has considered all the relevant facts as required under section 14(1)(e) of the Delhi Rent Control Act, 1958 and the impugned order 29.11.2022 does not call for any interference from this Court and is accordingly maintained.

7. The counsel for the respondent, on instructions, stated that the respondent has agreed to the terms and conditions of the settlement as detailed hereinabove and the respondent shall not initiate any execution proceedings in pursuance of the eviction order dated 29.11.2022 till 30.07.2028 with the condition that the petitioner shall continue to pay use and occupational charges @ Rs.2,65,000/- per month and further the petitioner shall not sublet, assign or part with the possession of the tenanted premises or any part thereof. He also stated that the petitioner be directed not to cause any damage or make any substantial addition/alteration in the tenanted premises till the tenanted premises is vacated by the petitioner and electricity, water and other charges be also cleared before vacating the tenanted premises by the petitioner.

8. The pending disputes between the petitioner and the respondent have been settled in terms of the conditions mentioned hereinabove. Accordingly, the present petition is disposed of as compromised. The petitioner is directed to abide by the terms and conditions mentioned hereinabove which were accepted on behalf of the petitioner, on instructions, by the counsel for the



petitioner.

9. The present petition along with pending application stands disposed of.

DR. SUDHIR KUMAR JAIN, J

JULY 15, 2024

sk/am