



2024 INSC 141

NON-REPORTABLE

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

**PETITION FOR SPECIAL LEAVE TO APPEAL (C) NO.18366 of
2021**

SWAMI GOVERDHAN RANGACHARIJI & ORS. ...Petitioner(s)

Versus

M/S. A.J. PRINTERS

...Respondent(s)

J U D G M E N T

Sanjay Karol, J.

1. The dispute is *inter se* the instant petitioners (*hereinafter referred to as the "landlords"*) and the respondent herein (*hereinafter referred to as the "tenant"*) with respect to the property bearing Bungalow No.97, Ground Floor, Sunder Nagar, New Delhi (*hereinafter referred to as the "demised premises"*).

2. In terms of the impugned judgment dated 03.08.2021 passed in CM(M) No.646/2020, the learned Single Judge (High Court of Delhi) has remanded the matter to the competent authority, i.e., the Rent Controller for adjudication

of the *lis* under the provisions of the Delhi Rent Control Act, 1995. Noticeably, the landlord is a Trust and the respondent is occupying the demised premises as a tenant in terms of the written lease deed dated 01.10.1972 at a monthly rental of Rs.2,000/-, which, at this point, we are informed, stands enhanced to Rs.3,328/-.

3. On 23.01.2024, when the matter came up for hearing, learned counsel for the parties sought time to obtain instructions from their respective clients for amicable resolution of the dispute on the terms which were orally spelt out during the course of proceedings. As such, the matter was posted for hearing today.

4. Appreciably more so, on account of the efforts put in by learned counsel, all disputes *inter se* the parties stand resolved, which, on the basis of the instructions imparted to the learned counsel for the respective parties, as stated in the Court, are recorded herein under and the petition is being disposed of in the said terms :-

- (i) The relationship between the parties i.e., the landlord and the tenant is not in dispute.
- (ii) The tenant agrees for passing of an order of ejectment on the grounds specified in the

ejectment petition. Accordingly, an order in terms of the Rent Control Act is passed in favour of the landlord and against the tenant.

- (iii) Considering the fact that the tenant who is 82 years of age, has lost his wife during the time of COVID-19 is granted time to vacate the demised premises till 28th February, 2025. The respondent-tenant undertakes to hand over the vacant and peaceful possession of the demised premises to the petitioners-landlords before such date.
- (iv) The undertaking, oral in nature, is accepted and taken on record making the tenant aware of the consequence of breach thereof, including initiation of proceedings for contempt. However, additionally, an affidavit to this effect, furnishing an undertaking in writing be positively filed within three weeks from today. It stands clarified that in the event of failure of the tenant to comply with the same, it shall be open to the landlord to immediately initiate appropriate proceedings for ejectment, as also contempt of Court.
- (v) The tenant shall clear all arrears of rent, if any, and shall continue to pay the same at the contractual rate, i.e., Rs.3,328/- per month till the date of handing over of the vacant and peaceful possession of the demised premises to the landlord.
- (vi) The tenant shall not cause any damage or create any encumbrance of any kind, so also shall not

transfer possession in any manner of the demised premises.

(vii) The tenant shall continue to occupy, use, and enjoy the property strictly in terms of the municipal by-laws. No further construction, more so unauthorized in nature, shall be carried out by the tenant.

(viii) Before handing over the possession, the tenant shall clear all statutory dues, on such terms, as are mutually agreed *inter se* the parties.

(ix) In the event the tenant violates any of the terms, it shall be open to the landlord to initiate proceedings for obtaining possession in terms of the order of ejectment and also initiate proceedings for contempt, if so advised.

(x) It is needless to add that the landlord shall not cause any hindrance in the peaceful occupation and enjoyment of the demised premises by the tenant.

(xi) All litigation *inter se* the parties, in relation to the demised premises shall stand closed.

5. The petition shall stand disposed of in the aforesaid terms. Pending application(s), if any, shall stand disposed of.

.....**J.**
(J.K. MAHESHWARI)

.....**J.**
(SANJAY KAROL)

New Delhi;
February 23, 2024.