Kp Ramakrishnan and ors. Vs. Bhagwan Das Kalra Decd. Thr Lrs and ors.

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Court : Delhi

Decided On : Jan-22-2014

Judge : Manmohan Singh

Appellant : Kp Ramakrishnan and ors.

Respondent : Bhagwan Das Kalra Decd. Thr Lrs and ors.

Judgement :

.* IN THE HIGH COURT OF DELHI AT NEW DELHI % Judgment pronounced on: January 22, 2014 + CM(M) 498/2012 & C.M. No.7589/2012 KP RAMAKRISHNAN & ORS ..... Petitioners Through Ms.Amrita Sanghi, Adv. with Mr.Gaurav Gupta, Mr.Vadivelu Deenadayalan & Mr.Aashish, Advs. versus BHAGWAN DAS KALRA DECD THR LRS & ORS ..... Respondents Through Mr.Sanjiv Bahl, Adv. with Mr.Vikrant Arora & Mr.Eklavya Bahl, Advs. CORAM: HON'BLE MR. JUSTICE MANMOHAN SINGH MANMOHAN SINGH, J.

1. By way of the present petition under Article 227 of the Constitution of India, the petitioners have assailed order dated 10th February, 2012 passed by learned Appellate Court in an appeal filed by the petitioners against the eviction order dated 25th March, 2011 in respect of a shop bearing No.32/1 (private no.1) forming part of property No.32, East of Kailash, Community Centre, New Delhi (hereinafter referred to as the tenanted shop).

2. An eviction petition was filed by the respondents against the petitioners on the grounds of non-payment of rent and subletting without the consent of the respondents under Section 14(1) (a) and (b) of the Delhi Rent Control Act, 1958 (hereinafter referred to as the Act).

3. Brief admitted facts of the present matter are that the petitioners No.1 and 2 were inducted as tenants in the year 1983 in respect of the tenanted shop at the rate of Rs.200/- per month. The rent was later increased to Rs.300/- per month. The petitioners No.1 and 2 had gone to USA in the year 1989 and have been settled there ever since. During their absence, the tenanted shop had been in use, control and occupation of petitioner No.3. A notice demand dated 23rd March, 2006 was served on the petitioners No.1 and 2 alleging failure of payment of rent in respect of the tenanted shop for more than 4 years. In a reply to the said demand notice petitioner No.3 claimed himself to be an attorney of petitioners No.1 and 2, seeking to tender the rent.

4. The respondents thereafter filed an eviction petition stating that in the reply dated 10th May, 2006, it was indicated that the arrears of rent were tendered through a demand draft No.934982 dated 9th May, 2006 of a sum of Rs.10,800/- which would mean it was the tendered for 36 months i.e. the period for which the rent would be legally recoverable. The respondents stated that however, no demand draft was actually sent with the reply and instead only a photocopy thereof was received. And even otherwise the respondent was not ready to receive or accept the said tender from petitioner no.3 on the ground that there was no privity of contract between the respondents and petitioner No.3. The respondents averred that the petitioners No.1 and 2 having gone out of India, had illegally or unauthorisedly sub-let, assigned or otherwise parted with the possession of the tenanted shop to petitioner No.3 without the written consent of the respondents.

5. In the written statement filed by the petitioner No.3 for and on behalf of petitioners No.1 and 2, the relationship of landlord-tenant between the parties was conceded to. However, petitioner no.3 claimed that he had been constituted as the general attorney by the petitioners No.1 and 2 through a document in the nature of

GPA executed on 14th June, 1997. It was averred that he had made payments of rent in the said capacity for and on behalf of petitioners No.1 and 2 to the respondents twice in cash, but no cash receipt was issued acknowledging the said payments. He agreed to the fact that a photocopy of the demand draft was sent alongwith the reply as the original was sent by registered AD post. It was contended that the money was tendered for subsequent months of June, July and August, 2006, and the same were refused by the respondents. The amount was then deposited in the Court under Section 27 of the Act.

6. Alternative stand is also taken in the written statement that the property in question comprised of six shops under the control and possession of six different tenants, out of which, one was the tenanted shop. There was an agreement to sale dated 28th September, 2004 whereby the landlord had purportedly agreed to sell the entire property in favour of six tenants, collectively for consideration, out of which Rs.10,000/- was paid in cash and Rs.70,000/- was paid by cheque, which was never encashed. It was averred that a Civil Suit had been filed on the basis of the said agreement to sell seeking relief of specific performance against the respondent and that the same is still pending.

7. During evidence, the petitioners made certain admissions which have been recorded by the learned Trial Court in para 42 to 44 of the order dated 25th March, 2011. Petitioner No.1 in his evidence stated that during 1996-97 he started a computer education centre in the tenanted shop in the name of Little Wizard with computer software collected from USA and the said business was closed down during January-February, 2002 as same did not perform well, however, the tenanted shop continued to be used as an office cum display unit of handloom fabrics. But, in the cross examination, petitioner No.1 categorically admitted that the daughter of the petitioner No.3 namely Ms. Sonia started her business in the tenanted shop by the name of M/s. Little Wizard. Petitioner No.3 has also stated voluntarily in his cross examination that petitioner No.1 has sent education computer software to his daughter who started her computer education business for kids in the tenanted shop. However, he tried to improve his version by again stating that it was with petitioner No.1 and 2.

8. In view of categorical admission by petitioner No.1 in his cross examination that daughter of the petitioner No.3 had started her business in the name of M/s. Little Wizard in the tenanted shop, in the opinion of the learned Trial Court, it was proved that the petitioners No.1 and 2 had nothing to do with the said business of M/s. Little Wizard. The petitioner No.1 had also admitted in his cross examination that he has nothing to show that he ever carried out the computer education business in the name of Little Wizard. Although, the petitioner No.1 has stated in his cross examination that the said business in the name of M/s. Little Wizard was done by the daughter of the petitioner No.3 with his consent, but it hardly matters whether he has consented for running the said business or not. The learned Trial court opined that there was nothing on record to show that the said business which was run by the daughter of the petitioner No.3 in the name of M/s. Little Wizard had anything to do with the respondents No.1 and 2 who are tenants in the tenanted shop. The petitioner No.3 has stated in his cross examination that he is not aware whether any bank account or any document with regard to the said business was ever prepared by his daughter or by the petitioners No.1 and 2. As such, no account books or any other documentary evidence has been placed on record by the petitioners to show that the said business of M/s Little Wizard done by daughter of the petitioner No.3 in the tenanted shop was of the petitioners No.1 and 2. Rather, testimony of petitioner no.1 established that the said business was started by the daughter of the petitioner No.3 and petitioners No.1 and 2 had nothing to do with the said business.

9. Accordingly, the learned Trial Court opined that it was not in dispute that the tenanted shop was in possession of the petitioner no.3. In this regard, petitioner No.3 had categorically admitted in his cross-examination that, It is correct that the shop in question is in my possession.

The petitioner No.1 has also admitted in his cross-examination that tenanted shop is with the petitioner No.3 since 1997. Though, voluntarily, he stated that he had given power of attorney to the petitioner No.3.

10. After the examination of witnesses and appraisal of evidence in the matter, on the basis of evidence led by the parties, the learned Trial Court passed the

eviction order against the petitioners and in favour of respondents in respect of tenanted shop.

11. Thereafter the petitioners filed an appeal under Section 38 of the Act alongwith an application under Order 41 Rule 27 CPC wherein it was averred that certain important documents having a bearing on the controversy were inadvertently left out and could not be placed on record earlier and that the same were submitted in appeal. The said document was stated to be a No Objection Certificate dated 3rd May, 1998 issued by the respondents whereby it was averred that the use of the expression tenant or his authorized representative therein was a no objection by the respondents to permit petitioner No.3 to use the tenanted shop.

12. The learned Appellate Court in this regard opined that the said document at the most indicated that the landlord wanted the tenant to have an independent electricity connection and that he would have no objection if such a connection was granted by DESU. The learned Appellate Court opined that the use of the expression tenant or his authorized representative cannot be construed as permission or consent for a stranger to be in occupation of the premises and that it was only an authority for an electricity connection to be taken.

13. With regard to the alleged agreement to sell dated 28 th September, 2004, the learned Appellate Court observed that what sought to be highlighted by the petitioners on the basis of the said agreement is that the same indicated that the landlord was dealing with the petitioner No.3 as the representative of the petitioners No.1 and 2, therefore he had accepted the authentication of the said agreement for and on behalf of the petitioners No.1 and 2 by the petitioner No.3. It was opined by the learned Appellate Court that the said document would at worst indicate that for the proposed transaction of sale, at the stage of initial agreement, the petitioners No.1and 2 were represented by the petitioner No.3.

14. It was observed by the learned Appellate Court that though by way of GPA it had been shown that the possession of the tenanted shop was handed over to the petitioner No.3 by the petitioners No.1 and 2 for running their business, no evidence had been led to show that the profits earned therefrom were handed over or accounted for by the petitioner No.3 to petitioners No.1 and 2.

15. It was also observed by the learned Appellate Court that in the pleadings itself it was conceded that arrears of rent in the reply to demand notice were not tendered by petitioners No.1 and 2, and on the contrary the said tender was made by the petitioner No.3. It was only at that stage that he informed the respondent for the first time that he was the attorney of petitioners No.1 and 2. In the absence of any formal conversation in this regard, there was no privity of contract between the respondent and petitioner No.3. So even if the said tender through demand draft was presumed to be sent, it was rightly refused.

16. Therefore, after carefully considering the documents placed by the petitioners alongwith appeal, the appellate tribunal came to the conclusion that the said documents do not help the case of the petitioners. Relevant paras 16 to 20 of the impugned judgment are extracted as under :

16. With application under Order 41 Rule 27 CPC, a document has been filed, what purports to be a copy of No Objection Certificate 03.05.1998 issued by the landlord submitted as annexure A. This document at the most indicates that the landlord wanted the tenant to have an independent electricity connection. He would have no objection, if such a connection was granted by DESU. The use of the expression tenant or his authorised representative cannot be construed as permission or consent for stranger to be in occupation of the premises. It was only an authority for an electricity connection to be taken. Nothing more nothing less.

17. Annexure A2 submitted with the application under Order 41 Rule 27 CPC is copy of a notice dated 10.05.2002 which had been served by a counsel for the landlord on the tenant. The argument raised is that there was no mention about the subletting in the said notice and, therefore, it should be concluded that the landlord had no objection to the use of the premises by the stranger. In my view, such conclusions cannot be drawn from this material. The document, at the most, would show that either the landlord was not aware of the presence of the stranger in the premises or did not intend to mix up the two causes of action.

18. Annexure A3 filed with application under Order 41 Rule 27 CPC is a set of copies relating to the suit for specific performance. The stress of the counsel is on showing that notice of said case had been served on the landlord on 27.04.2007.

His argument is that despite the service of notice on 27.04.2007, the landlord appearing as PW1 in this litigation dishonestly showed ignorance about the said case. To my mind, nothing turns on such (assumably) false denial of the knowledge of the civil suit by the landlord.

19. The rights and liabilities flowing from the documents purporting to be dated 28.09.2004 vide Ex. PW1R6 will have to be adjudicated upon in the civil suit. What is sought to be highlighted by the appellants here on that basis is that the document shows that the landlord was dealing with the appellant no.3 as representative of the tenant which is why he had accepted the authentication of the said agreement for and on behalf of the tenant by appellant no.3. To my mind, this document cannot evident the fact that the landlord had knowledge of or had conceded to the presence of the stranger in the suit shop. At the worst, this document would indicate that for the proposed transaction of sale, at the stage of initial agreement the tenant had been represented by the appellant No.3.

20. There is no explanation to the presence of the daughter of the appellant no.3 in the suit shop as has been admitted by RW5. It is clear from the evidence that the suit shop has been in possession of the appellant no.3 through out the period the appellants no.1 and 2 have been settled abroad.

17. In view thereof, the decision of the learned Trial Court was upheld by the learned Appellate Court and the appeal filed by the petitioner was dismissed by distinguishing the decisions referred by the petitioner in para 22 to 24 of the impugned judgment passed by the appellate tribunal. Aggrieved thereof, the petitioners filed the present petition.

18. During the pendency of the present petition, the petitioner has filed an application under Section 151 CPC being CM No.14759/2013 seeking prayer to bring the legal heirs of late Smt. Saroj Bala Nangru i.e. respondent No.2 as per details mentioned in para 6 of the said application. However in the same para it has been admitted that legal heirs were brought on record before the court below but some error had cropped up and the same be corrected. In case, the prayer made in the main petition is allowed, necessary orders after hearing would be passed. Power of the Court under Article 227 of the Constitution of India 19. It is

well settled principle of law that the High Court while exercising its power under Article 227 of the Constitution of India, cannot proceed to act as a Court of appeal by interfering in mere errors of finding fact which requires re-appreciation and re-weighing of evidence unless it results in manifest miscarriage of justice as a Court of appeal. The said power under Article 227 of the Constitution of India has to be exercised sparingly and circumspectly to ensure that decision making done by lower Court and tribunal below is within their bounds and limits.

20. The said power under Article 227 of the Constitution of India being supervisory in nature cannot be equated with the powers of appellate Court and the jurisdiction under Article 227 could not be exercised as a cloak of an appeal in disguise.

21. Scope of interference in a petition under Article 227 of Constitution of India is discussed in the following judgments : (i) In Waryam Singh and Another v. Amarnath and Anr., AIR 1954 SC215 the court observed; This power of superintendence conferred by Article 227 is, as pointed out by Harries, C.J., in-Dalmia Jain Airways Ltd. V. Sukumar Mukherjee, AIR 1951 CAL193 to be exercised most sparingly and only in appropriate cases in order to keep the Subordinate Courts within the bounds of their authority and not for correcting mere errors.

(ii) In Mohammed Yusuf Vs. Faij Mohammad and Ors., 2009 (1) SCALE71 Supreme Court held; The jurisdiction of the High Court under Article 226 & 227 of the Constitution is limited. It could have set aside the orders passed by the Learned trial court and Revisional Court only on limited ground, namely, illegality, irrationality and procedural impropriety. (iii) In State of West Bengal and Ors. Vs. Samar Kumar Sarkar, JT2009(11) SC258Supreme Court held;

10. Under Article 227, the High Court has been given power of superintendence both in judicial as well as administrative matters over all Courts and Tribunals throughout the territories in relation to which it exercises jurisdiction. It is in order to indicate the plentitude of the power conferred upon the High Court with respect to Courts and the Tribunals of every kind that the Constitution conferred the power of superintendence on the High Court. The power of superintendence conferred upon the High Court is not as extensive as the power conferred upon it by Article

226 of the Constitution. Thus, ordinarily it will be open to the High Court, in exercise of the power of superintendence only to consider whether there is error of jurisdiction in the decision of the Court or the Tribunal subject to its superintendence.

(iv) In Laxmikant Revchand Bhojwani and Anr. Vs. Pratapsing Mohansing Pardeshi Deceased through his Heirs and Legal Representatives, JT19957) SC400 Apex Court observed; The High Court under Article 227 of the Constitution of India cannot assume unlimited prerogative to correct all species of hardship or wrong decisions. It must be restricted to cases of grave dereliction of duty and flagrant abuse of fundamental principles of law or justice, where grave injustice would be done unless the High Court interferes.

(v) In Bathutmal Raichand Oswal Vs. Laxmibai R. Tarta, AIR 1975 SC1297the Court again reaffirmed that the power of superintendence of the High Court under Article 227 being extraordinary was to be exercised most sparingly and only in appropriate cases. The Supreme Court speaking through Bhagwati J.

as his Lordship then was observed thus:

If an error of fact, even though apparent on the face of the record, cannot be corrected by means of a writ of certiorari it should follow a fortiori that it is not subject to correction by the High Court in the exercise of its jurisdiction under Article 227. The power of superintendence under Article 227 cannot be invoked to correct an error of fact which only a superior Court can do in exercise of its statutory power as a Court of appeal. The High Court cannot in guise of exercising its jurisdiction under Article 227 convert itself into a Court of appeal when the legislature has not conferred a right of appeal and made the decision of the subordinate Court or tribunal final on facts.

(Emphasis supplied) The Supreme Court in the case of Bathutmal (supra) approved the dictum of Morris L., J.

in Res v. Northumberland Compensation Appellate Tribunal, 1952 All England Reports 122. (vi) In the case of State of Maharashtra vs. Milind & Ors., 2001 (1)

SCC4 the Supreme Court observed:

The power of the High Court under Article 227 of the Constitution of India, while exercising the power of judicial review against an order of inferior tribunal being supervisory and not appellate, the High Court would be justified in interfering with the conclusion of the tribunal, only when it records a finding that the inferior tribunal's conclusion is based upon exclusion of some admissible evidence or consideration of some inadmissible evidence or the inferior tribunal has no jurisdiction at all or that the finding is such, which no reasonable man could arrive at, on the materials on record.

(Emphasis supplied) (vii) Again in the case of State vs. Navjot Sandhu, (2003) 6 SCC641 the Supreme Court observed:

Thus the law is that Article 227 of the Constitution of India gives the High Court the power of superintendence over all Courts and tribunals throughout the territories in relation to which it exercises jurisdiction. This jurisdiction cannot be limited or fettered by any Act of the State Legislature. The supervisory jurisdiction extends to keeping the subordinate tribunals within the limits of their authority and to seeing that they obey the law. The powers under Article 227 are wide and can be used, to meet the ends of justice. They can be used to interfere even with an interlocutory order. However, the power under Article 227 is a discretionary power and it is difficult to attribute to an order of the High Court, such a source of power, when the High Court itself does not in terms purport to exercise any such discretionary power. It is settled law that this power of judicial superintendence, under Article 227, must be exercised sparingly and only to keep subordinate Courts and tribunals within the bounds of their authority and not to correct mere errors. Further, where the statute bans the exercise of revisional powers it would require very exceptional circumstances to warrant interference under Article 227 of the Constitution of India since the power of superintendence was not meant to circumvent statutory law. It is settled law that the jurisdiction under Article 227 could not be exercised as the cloak of an appeal in disguise.

(Emphasis supplied) (viii) The decisions of Bathutmal (supra), State vs. Navjot (supra) and State vs. Maharashtra (supra) have been approved by Honble Justice

C.K. Thakkar as his Lordship then was in the case of Shamshad Ahmad & Ors. vs. Tilak Raj Bajaj (D) By LRs. & Ors., 2008 (9) SCC1 (ix) The Apex Court in Sarla Ahuja vs. United India Insurance Company Ltd., reported in AIR (1999) SC100 where the petitioner who was a widow wanted to shift her residence from Calcutta to New Delhi to occupy her own building which was in the possession of her tenant M/s United India Insurance Company Limited. Though she got an order of eviction from the Rent Controller under Section 14(1)(e) of the Delhi rent Control Act 1958 (for short the Act), a single Judge of this Court non-suited her by reversing the order which she challenged before the Supreme Court by way of Special Leave to Appeal. It was held by the Supreme Court that:

6. ..The above proviso indicates that power of the High Court is supervisory in nature and it is intended to ensure that the Rent Controller conforms to law when he passes the order. The satisfaction of the High Court when perusing the records of the case must be confined to the limited sphere that the order of the Rent Controller is according to the law. In other words, the High Court shall scrutinize the records to ascertain whether any illegality has been committed by the Rent Controller in passing the order under Section 25-B. It is not permissible for the High Court in that exercise to come to a different fact finding unless the finding arrived at by the Rent Controller on the facts is so unreasonable that no Rent Controller should have reached such a finding on the materials available.

It was also observed by the Supreme Court:

14. The crux of the ground envisaged in clause (e) of Section 14(1) of the Act is that the requirement of the landlord for occupation of the tenanted premises must be bona fide. When a landlord asserts that he requires his building for his own occupation the Rent Controller shall not proceed on the presumption that the requirement is not bona fide. When other conditions of the clause are satisfied and when the landlord shows a prima facie case it is open to the Rent Controller to draw a presumption that the requirement of the landlord in bona fide. It is often said by courts that it is not for the tenant to dictate terms to the landlord as to how else he can adjust himself without getting possession of the tenanted premises. While deciding the question of bona fides of the requirement of the landlord it is

quite unnecessary to make an endeavour as to how else the landlord could have adjusted himself.

22. Upon careful reading of observations in the above referred cases, it can be safely said that the scope of judicial interference under Article 227 is well settled and the Court ceased of the proceedings under Article 227 cannot act as a Court of appeal and should interfere with the decision of the inferior tribunal or Court only to keep the authorities and Courts within their bounds and in the cases where it results into manifest miscarriage of justice and not in all other cases to correct mere errors. The power under Article 227 is thus discretionary in nature and can be exercised in the cases where the lower Court ignores material piece of evidence or considers some evidence which it ought not to have considered resulting into injustice and not in cases where there are two views possible and the view adopted by lower Court is reasonable and plausible one and the High Court would be unjustified to interfere in such cases merely to arrive at different view in the matter as this would be re-appreciating the evidence on finding of facts which is the role of the appellate Court and not the supervisory Court acting under Article 227 of the Constitution of India.

23. The main question which arises relates to the ground under Section 14(1)(b) of the Act pertains to the presence of petitioner No.3 in the tenanted shop, admittedly at least since 1998 when the GPA Ex. RW11 was executed in his favour by the petitioners No.1 and 2. It has been conceded in the pleadings and also in the course of evidence that the tenanted shop had been in use and occupation of the petitioner No.3 since appellants No.1 and 2 had left for USA to more or less permanently settle there. It is the case of the petitioners, however, that the business run in the tenanted shop continues to be business of the petitioners No.1 and 2 and that the status of the petitioner No.3 in their absence is only that of their agent/attorney. In this context, heavy reliance is placed on the documents GPA Ex. RW11. Undoubtedly, the said document does not indicate that petitioners No.1 and 2 had appointed petitioners No.3 as their attorney and employee to run the business in the tenanted shop in their absence. The GPA also authorised petitioner No.3 to pay rent to the landlord regularly, pay electricity and other charges, to institute suits or defend litigation on their behalf and take such other

steps as were required for the purpose.

24. Thus, from the entire gamut, it has come on record that the petitioner No.3 was/is not a tenant in the tenanted shop under any circumstance. The petitioner No.3 has also failed to prove any contrary thereto. The presence of petitioner No.3 in the tenanted shop was/is unauthorized at the behest of petitioners No.1 and 2. As far as the alleged averment made by the petitioners with regard to agreement to sell is concerned, separate proceedings are already pending as informed by the parties. The case of the respondents is that the said proposal was made to all tenants at that time. The petitioner Nos.1 and 2 who were tenant did not show any interest nor any valid documents were executed between the parties. The issue cannot be decided in the present proceedings. Even the said proposal was not meant for petitioner No.3 as he was not the tenant of the tenanted shop. Thus, there is no merit on this aspect also. In the case of Sunil Kapoor Vs. Himmat Singh and Ors. 167 (2010) DLT806 wherein was observed as under:

11. A mere agreement to sell of immovable property does not create any right in the property save the right to enforce the said agreement. Thus, even if the respondents/plaintiffs are found to have agreed to sell the property, the petitioner/defendant would not get any right to occupy that property as an agreement purchaser. This Court in Jiwan Das v. Narain Das AIR1981 Delhi 291 has held that in fact no rights enure to the agreement purchaser, not even after the passing of a decree for specific performance and till conveyance in accordance with law and in pursuance thereto is executed. Thus in law, the petitioner has no right to remain in occupation of the premises or retain possession of the premises merely because of the agreement to sell in his favour.

25. It may be mentioned here that though by way of GPA it has been shown that the possession of the tenanted shop was handed over to the petitioner No.3 by the tenant for running their business. No evidence has been led to show that profits earned from the tenanted shop are handed over or accounted for by the petitioner No.3 to petitioners No.1 & 2.

26. In the above facts and circumstances, the view taken by the learned Trial Court on the ground under Section 14(1) (b) of the Act cannot be faulted. The

judgment to that extent is, thus, upheld.

27. The above conclusions take the life out of the defence set up in answer to the case under Section 14(1) (a) of the Act. Even in the pleadings it was conceded that the arrears of rent in answer to the notice of demand were not tendered by petitioners No.1 and 2. On the contrary, the said tender was made by petitioner No.3. It was only at that stage that he informed the respondents for the first time that he was the attorney of the tenant. Without any formal communication in this regard from the tenant to the landlords for purposes of the latter, there was no privity of contract between the respondents and petitioner No.3. Thus, the tender through demand draft, even if assumed sent, was rightly refused. Thus, the tenant had incurred the liability under Section 14(1) (a) of the Act. The order, to that extent, granted by the learned Trial Court, thus, also must be upheld.

28. In view of above said reasons and settled law with regard to scope of interference in the petition under Article 227 of Constitution of India there is no legal infirmity in the two judgments passed by the courts below. The same do not call for any interference. The present petition is accordingly dismissed along with the pending application. However, in the interest of justice, equity and fair play, the petitioners are granted six weeks time from today to handover the peaceful and vacant possession of tenanted shop i.e. shop bearing No.32/1 (private no.1) forming part of property No.32, East of Kailash, Community Centre, New Delhi to the respondents.

29. During this period, the petitioners shall not sublet and create any third party interest in the tenanted shop.

30. No costs. (MANMOHAN SINGH) JUDGE JANUARY22 2014