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

Date of Decision: 07.03.2025

+ RC.REV. 49/2025

ASHOK KUMAR

.....Petitioner

Through: Mr. M.S. Sisodia, Mr. Sachin Shukla,
Mr. Nikhil Gupta, Mr. Ajay Sharma
and Ms. Gurpreet Kaur, Advocates
with Petitioner in person.

versus

HARISH KUMAR

.....Respondent

Through: Mr. Tarang Kaushik, Advocate with
Respondent in person.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

TARA VITASTA GANJU, J.: (Oral)

1. The Petitioner and the Respondent are present in the Court today.
2. Learned Counsel for the Petitioner, on instructions from the Petitioner, submits that the Petitioner needs additional time upto 01.03.2026 to vacate the tenanted premises.
3. Learned Counsel for the Respondent, on instructions from the Respondents, submits that the Respondent is agreeable to allow time up to 30.09.2025, subject to the Petitioner paying user and occupation charges in the sum of Rs. 10,000/- per month, till the vacation of the subject premises to the Respondent.
4. Learned Counsel for the Petitioner, on instructions, submits that this is



acceptable to the Petitioner.

5. In view thereof, let an Undertaking by way of an Affidavit be filed by the Petitioner, within a period of one week undertaking that:

- (i) The Petitioner shall hand over the vacant physical possession of the premises i.e., one shop on the eastern side at 2nd number in property bearing No.X/1100 admeasuring 8.6 x 13 ft. equal to 10.25 sq. yards situated in the abadi of New Chand Mohalla Raj Garh Colony, Gandhi Nagar, Delhi-110031 as shown in red colour in the site plan annexed with the Eviction Petition [hereinafter referred to as “subject premises”];
- (ii) The vacant, physical and peaceful possession of the subject premises will be handed over by the Petitioner to the Respondent on or before 30.09.2025;
- (iii) The user and occupation charges from 01.04.2025 onwards shall be paid by the Petitioner in the sum of Rs.10,000/- per month till the date of handing over of the vacant, physical and peaceful possession;
- (iv) The user and occupation charges for the months of March, 2025 shall be paid by the Petitioner in the sum of Rs.10,000/- on or before 25.03.2025;
- (v) The payment of user and occupation charges from 01.04.2025 onwards shall be paid by the Petitioner at the rate of Rs. 10,000/- per month on or before 7th day of each calendar month;
- (vi) The Petitioner undertakes and confirms that the entire subject premises is under his occupation and control;
- (vii) The Petitioner will pay all the utility bills such as electricity and water and any other dues, for the subject premises till the date of handing over of



the vacant, physical and peaceful possession thereof;

(viii) The Petitioner undertakes that he will not create any third-party rights or part with possession of the subject premises and that he shall not damage the subject premises in any manner whatsoever prior to its vacation;

(ix) The Petitioner shall remain bound by the Undertaking.

6. An advance copy of the Undertaking shall be served on the Respondents.

7. All payments shall be made into the bank account of the Respondent. The details of the bank account shall be provided by the learned Counsel for the Respondent to the learned Counsel for the Petitioner on his email address within two days.

8. Subject to the Petitioner filing the aforesaid Undertaking before this Court within one week from today, execution of order dated 25.09.2024 passed in RC/ARC No.266/2018 captioned **Harish Kumar v. Ashok Kumar** [hereinafter referred to as the “Eviction Order”] shall remain stayed till 30.09.2025.

9. In the event that the Petitioner defaults in complying with the terms of the Undertaking filed, the interim protection granted hereinabove shall automatically stand dissolved and Respondent will be at liberty to take recourse to appropriate proceedings for recovery of possession, recovery of arrears and for recovery of the full user charges/damages from the Petitioner at market rate for the period from the date of the Eviction Order, in accordance with law.

10. The Petition is disposed of in the foregoing terms.



2025:DHC:1540



11. List the matter for compliance on 02.04.2025 in the Supplementary list.
12. The parties will act based on the digitally signed copy of the order.

MARCH 7, 2025/pa

TARA VITASTA GANJU, J