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

Date of Decision: 09.01.2025

+ **RC.REV. 99/2024**

DINESH SINGH

.....Petitioner

Through: Mr. Saurabh Sharma and Mr. Shivam
Deep Singh, Advocates with
Petitioner in person.

versus

POOJA

.....Respondent

Through: Mr. Satish Sharma, Advocate with
Son of the Respondent in person.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

TARA VITASTA GANJU, J.: (Oral)

CM Appl.72977/2024[Seeking early hearing]

1. This is an Application filed on behalf of the Petitioner seeking early hearing in the matter.
2. Learned Counsel for the Petitioner submits that the execution proceedings have been initiated by the Respondent.
 - 2.1 Notice in the present Application was issued on 12.12.2024. Learned Counsel for the Respondent submits that he does not wish to file a Reply to the Application.
3. In view of the foregoing, the Application is allowed. The matter is taken up for hearing today.

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4. The Petitioner and son of the Respondent are physically present in the



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Court today.

5. Learned Counsel for the parties submit that the parties have reached an amicable resolution in the matter.

6. Learned Counsel for the Petitioner/tenant on instructions from the Petitioner/tenant submits that the Petitioner/tenant needs time upto 31.12.2025 to vacate the subject premises.

6.1 Learned Counsel for the Respondent/landlord on instructions from the son of the Respondent/landlord submits that the Respondent/landlord is agreeable to allow the Petitioner/tenant additional time up to 31.12.2025 to vacate the subject premises, subject to payment of user and occupation charges in the sum of Rs.20,000/- per month from 08.06.2024 onwards till vacating of the subject premises. Learned Counsel for the Petitioner/tenant submits that this offer is acceptable to the Petitioner/tenant.

7. In view of the settlement, the learned Counsel for the Respondent/landlord, on instructions from the son of Respondent/landlord, submits that the Respondent/landlord agrees to forego her claims of any additional user charges or damages.

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

(i) The Petitioner/tenant shall hand over the vacant physical possession of the premises i.e., Shop No.3 and 4, Ground floor of property bearing No.A-4/27, Krishna Nagar, Delhi-51, more clearly shown in red colour in the site plan attached with the Eviction Petition No. RC ARC No.7/2020 captioned *Pooja v. Dinesh Singh* [hereinafter referred to as “subject premises”];



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- (ii) The vacant, physical and peaceful possession of the subject premises will be handed over by the Petitioner/tenant to the Respondent/landlord on or before 31.12.2025;
- (iii) The use and occupation charges for the period from 08.06.2024 to 31.12.2024 shall be paid by the Petitioner/tenant at the rate of Rs.20,000/- per month on or before 30.04.2025;
- (iv) The use and occupation charges from 01.01.2025 onwards till the date the subject premises are vacated, shall be paid by the Petitioner/tenant at the rate of Rs.20,000/- per month, on or before 7th day of each calendar month;
- (v) The use and occupation charges for the month of January, 2025 shall be paid at the rate of Rs.20,000/- on or before 10.01.2025;
- (vi) The Petitioner/tenant undertakes and confirms that the entire subject premises is under his occupation and control;
- (vii) The Petitioner/tenant 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/tenant 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/tenant shall remain bound by the aforesaid Undertaking.

9. An advance copy of the Undertaking shall be served on the Respondent/landlord.

10. All payments shall be made by the Petitioner/tenant into the bank account of the Respondent/landlord. The details of the bank account shall be



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provided by the learned Counsel for the Respondent/landlord to the learned Counsel for the Petitioner/tenant on his email address, during the course of the day.

11. Subject to the Petitioner/tenant filing the aforesaid Undertaking before this Court within one week from today, execution of order dated 08.12.2023 passed in RC ARC No. 7/2020 captioned ***Pooja v. Dinesh Singh*** [hereinafter referred to as the “Eviction Order”] shall remain stayed till 31.12.2025.

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

13. The Revision Petition is disposed of in the foregoing terms.

14. List the matter for compliance on 27.01.2025 in the Supplementary list.

15. The date already fixed, i.e., 28.04.2025 hereby stands cancelled.

16. The parties shall act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

JANUARY 9, 2025/r/pa

Click here to check corrigendum, if any