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

Date of Decision: 10.01.2025

+ **RC.REV. 165/2022**

S HARCHARAN SINGH

.....Petitioner

Through: Mr. Lalit Bhardwaj, Mr. Jatin Anand
Dwivedi, Advs. with Petitioner in-
person

versus

NARESH KUMAR BHARDWAJRespondent

Through: Ms. Savita Malhotra, Ms. Suman
Malhotra, Advs.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

TARA VITASTA GANJU, J.: (Oral)

CM APP. _____ [*Under Order XLI Rule 27 for additional evidence*]

1. This is an Application filed on behalf of Petitioner/tenant along with the Revision Petition.
2. The Registry is directed to register and number the present Application.
3. The only ground in the Application is to bring on record the site plan which is annexed as Annexure P-7.
4. Learned Counsel for the Respondent/landlord have examined the site plan and submits that this is the site plan which has been place on record by the Respondent/landlord was also filed before the learned Trial Court and thus they have no objection if the prayers in the present Application is



allowed.

5. The present Application is accordingly allowed.

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6. After some arguments, learned Counsel for the Petitioner/tenant, on instructions from the Petitioner/tenant who is also physically present in the Court, requests for some additional time to vacate the subject premises.

7. Learned Counsel for the Respondent/landlord, on instructions from the Respondent/landlord, submits that the Respondent/landlord is agreeable to grant an additional time of one year i.e. upto 10.01.2026 to vacate the subject premises, subject to payment of user charges to a sum of Rs. 8,000/- per month by the Petitioner/tenant.

8. Learned Counsel for the Petitioner/tenant submits that the Petitioner/tenant is willing to pay user charges amounting to Rs.8,000/- per month to Respondent/landlord.

9. In lieu of the early vacation of the subject premises, the learned Counsel for the Respondent/landlord, on instructions from the Respondent/landlord, submits that the Respondent/landlord agrees to forego all their claims to user charges and damages etc.

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

(i) The Petitioner/tenant shall hand over the vacant physical possession of the premises i.e., shop on ground floor of property No. 3511/6, Pyare Lal Road, Karol Bagh, Opposite Hotel D. Gold, New Delhi-110005, more clearly shown in red colour in the site plan attached 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/tenant to the Respondent/landlord on or before 10.01.2026;

(iii) The use and occupation charges shall be paid by the Petitioner/tenant at the rate of Rs.8,000/- per month on or before 7th day of each calendar month;

(iv) The Petitioner/tenant undertakes and confirms that the entire subject premises is under his occupation and control;

(v) 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;

(vi) 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;

(vii) The Petitioner/tenant shall remain bound by the aforesaid Undertaking.

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

12. 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 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.

13. Subject to the Petitioner/tenant filing the aforesaid Undertaking before this Court within two weeks, execution of order dated 05.04.2022 passed in RC/ARC No. 99/2021 captioned ***Sh. Naresh Kumar Bhardwaj vs. S. Harcharan Singh*** [hereinafter referred to as the “Eviction Order”] shall



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remain stayed till 10.01.2026.

14. 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.

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

16. List the matter for compliance on 14.02.2025 in the Supplementary list.

17. Parties will act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

JANUARY 10, 2025/jn/r

Click here to check corrigendum, if any