



2025:DHC:114



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

Date of Decision: 10.01.2025

+ RC.REV. 2/2025

QAYAMUDDIN & ANR.

.....Petitioners

Through: Mr. M.S. Khan, Mr. Akbar Kaleen
and Mr. MN. Arshyan, Advocates
with Petitioners in person.

versus

NISAR AHMED ALIAS NADEEM AND ORS.Respondents

Through: Mrs. Inderjeet Saroop, Advocate with
Respondents in person.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

TARA VITASTA GANJU, J.: (Oral)

1. The Petitioners and the Respondents are physically present in the Court today.
2. Learned Counsel for the parties submit that the parties have reached an amicable resolution in the matter.
3. Learned Counsel for the Petitioners/tenants on instructions from the Petitioners/tenants submits that the Petitioners/tenants need time upto 10.11.2025 to vacate the subject premises.
 - 3.1 Learned Counsel for the Respondents/landlords on instructions from the Respondents/landlords submit that the Respondents/landlords are agreeable to allow the Petitioners/tenants additional time up to 10.11.2025 to vacate the subject premises, subject to payment of user and occupation



charges in the sum of Rs.5,000/- per month from 12.01.2025 onwards till vacating of the subject premises and payment of arrears of rent. Learned Counsel for the Petitioners/tenants submits that this offer is acceptable to the Petitioners/tenants.

3.2 Learned Counsel for the Respondents/landlords, on instructions from Respondents/landlords, submits that the Respondents/landlords agree to forego all additional user charges.

4. 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 Petitioners/tenants shall hand over the vacant physical possession of the premises i.e., first floor of house no. 161, Katra Gokal Shah, Bazar Matia Mahal, Jama Masjid, Delhi-110006, more clearly 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 Petitioners/tenants to the Respondents/landlords on or before 10.11.2025;
- (iii) The arrears of rent shall be paid by the Petitioners/tenants in the sum of Rs.15,500/- to the Respondents/landlords on or before 28.02.2025;
- (iv) The use and occupation charges from 12.01.2025 onwards till the date the subject premises are vacated, shall be paid by the Petitioners/tenants at the rate of Rs.5,000/- 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 on or before 15.01.2025;
- (vi) The Petitioners/tenants undertake and confirm that the entire subject



premises is under their occupation and control;

(vii) The Petitioners/tenants 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 Petitioners/tenants undertake that they will not create any third-party rights or part with possession of the subject premises and that they shall not damage the subject premises in any manner whatsoever prior to its vacation;

(ix) The Petitioners/tenants shall remain bound by the aforesaid Undertaking.

5. An advance copy of the Undertaking shall be served on the Respondents/landlords.

6. All payments shall be made by the Petitioners/tenants into the bank account of the Respondents/landlords. The details of the bank account shall be provided by the learned Counsel for the Respondents/landlords to the learned Counsel for the Petitioners/tenants on his email address, during the course of the day.

7. Subject to the Petitioners/tenants filing the aforesaid Undertaking before this Court within one week from today, execution of order dated 12.07.2024 passed in RC ARC No. 418/2021 captioned ***Nisar Ahmed & Ors. v. Qayumuddin & Anr.*** [hereinafter referred to as the “Eviction Order”] shall remain stayed till 10.11.2025.

8. In the event that the Petitioners/tenants defaults in complying with the terms of the Undertaking filed, the interim protection granted hereinabove shall automatically stand dissolved and Respondents/landlords will be at liberty to take recourse to appropriate proceedings for recovery of



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possession and for recovery of the full *mesne profits* from the Petitioners/tenants at market rate for the period from the date of the Eviction Order, in accordance with law.

9. The Petition is disposed of in the foregoing terms.
10. List the matter for compliance on 14.02.2025 in the Supplementary list.
11. The parties shall act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

JANUARY 10, 2025/pa

[Click here to check corrigendum, if any](#)