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

Date of Decision: 10.02.2025

+ RC.REV. 206/2024, CM APPL. 43875/2024 & 56269/2024

M/S R.K. SHARMA AND BROS THROUGH SUCCESSOR IN
INTEREST SMT MITHILESH SHARMAPetitioner

Through: Mr. Sudeep Dey, Advocate with Mr.
Aishwarya Sharma, son of Smt.
Mithilesh Sharma in person.

versus

MRS RAJ KUMARI MOONDHRARespondent

Through: Ms. Ritu Sobti, Advocate with
husband of Respondent in person.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

TARA VITASTA GANJU, J.: (Oral)

1. Mr. Aishwarya Sharma, the son of the Petitioner and Mr. Madan Lal, husband of the Respondent, are physically present in the Court today.

2. Learned Counsel for the Petitioner submits that the Petitioner was a proprietorship concern of late Shri B.K. Sharma, who was the husband of Smt. Mithilesh Sharma and father of Mr. Aishwarya Sharma. Mr. Aishwarya Sharma, who is physically present in Court today, submits that he has instructions from his mother Smt. Mithilesh Sharma.

3. Learned Counsel for the Petitioner/tenant, on instructions from the Petitioner/tenant submits that the Petitioner/tenant shall vacate the tenanted premises on or before 31.07.2025.

3.1 Learned Counsel for the Respondent/landlord, on instructions, submits that the Respondent/landlord is agreeable to allow time up to 31.07.2025, subject to payment of user and occupation charges in the sum of



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Rs.10,000/- per month from 31.07.2024 onwards.

4. In view thereof, let an Undertaking by way of an Affidavits be filed by all the Class-I legal representatives of Mr. B.K. Sharma, within a period of two weeks undertaking that:

(i) The Petitioner/tenant shall hand over the vacant physical possession of the premises i.e., one room on ground floor of the building/premises bearing No.3917, Roshan Pura, Nai Sarak, Delhi-110006 as shaded blue and bounded green in the site plan [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 31.07.2025;

(iii) The use and occupation charges for the period from 31.07.2024 to 31.01.2025 shall be paid by the Petitioner/tenant at the rate of Rs.10,000/- per month;

(iv) The use and occupation charges from 01.02.2025 onwards till the time the subject premises is vacated shall be paid by the Petitioner/tenant at the rate of Rs.10,000/- per month on or before 7th day of each calendar month;

(v) The use and occupation charges as set out in para (iii) be paid on or before 15.03.2025;

(vi) The use and occupation charges for the month of February, 2025 shall be paid on or before 15.02.2025.

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

(viii) 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;

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

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

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

6. 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, within two days.

7. Subject to the Petitioners filing the aforesaid Undertaking before this Court within a week from today, execution of order dated 31.01.2024 passed in RC/ARC No.508/2018 [hereinafter referred to as the "Eviction Order"] shall remain stayed till 31.07.2025.

8. 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 and for recovery of the use and occupation charges from the Petitioners at market rate for the period from the date of the Eviction Order, in accordance with law.

9. The Revision Petition is disposed of in the foregoing terms. All pending Applications stand closed.

10. List the matter for compliance on 05.03.2025.



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

FEBRUARY 10, 2025/pa

TARA VITASTA GANJU, J

Click here to check corrigendum, if any