



2025:DHC:1599



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

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Date of Decision: 10.03.2025+ **RC.REV. 477/2019****M/S GULSHAN CALENDER CO**

.....Petitioner

Through: Mr. Jai Sahai Endlaw and Mr. Zubin
M. John, Advs. with Mr. Himanshu
Khetrapal, Partner of the Petitioner-
Firm

versus

RITU MOONDHRA

.....Respondent

Through: Ms. Ritu Sobti, Adv. with Respondent
in-person**CORAM:****HON'BLE MS. JUSTICE TARA VITASTA GANJU****TARA VITASTA GANJU, J.: (Oral)**

1. The partner of the Petitioner, Mr. Himanshu Khetrapal is physically present before the Court today. He submits that he is also the son of the other partner of the Petitioner Firm, Mr. Gulshan Kumar Khetrapal.
2. After some arguments, learned Counsel for the Petitioner, on instructions, submits that the Petitioner needs additional time upto 15.01.2026 to vacate the tenanted premises.
3. Learned Counsel for the Respondent, on instructions, submits that the Respondent is agreeable to allow time up to 15.01.2026, subject to the Petitioner continuing to pay user charges in the sum of Rs. 15,000/- per month affixed by the Court, till the vacation of the subject premises to the Respondent.
4. Learned Counsel for the Petitioner 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 godown admeasuring 88.44 sq. mtr. at the basement in the basement of property no. 3917, Ganesh Building, Roshan Pura, Nai Sarak, Delhi-110006 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 15.01.2026;

(iii) The user and occupation charges shall continue to be paid by the Petitioner in the sum of Rs. 15,000/- per month till the date of handing over of the vacant, physical and peaceful possession on or before 7th day of each calendar month;

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

(v) 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;

(vi) The Petitioner undertakes that it 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;

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

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



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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 a week from today, execution of order dated 24.04.2019 passed in E. No. 117/16 captioned *Mrs. Ritu Moondhra v. M/s Gulshan Calendar Co.* [hereinafter referred to as the “Eviction Order”] shall remain stayed till 15.01.2026.
9. In the event that the Petitioner defaults in complying with the terms of the Undertaking filed, the interim protection granted to the Petitioner on 14.08.2019 automatically stand dissolved and Respondents 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.
11. List the matter for compliance on 19.03.2025.
12. The parties will act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

MARCH 10, 2025/r

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