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

% ***Date of Decision: 10.03.2025***

+ **RC.REV. 483/2019**

ANITA & ORS

.....Petitioners

Through: Mr. Sanjay Aggarwal, Advocate.

versus

MAHENDER KUMAR

.....Respondent

Through: Mr. MS Khan and Mr. Samar Gulraz,
Advocates with Respondent in-
person.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

TARA VITASTA GANJU, J.: (Oral)

1. The Respondent is physically present in the Court today.
2. Learned Counsel for the Petitioners, on instructions from the Petitioners, submits that the Petitioners need additional time upto 31.12.2025 to vacate the tenanted premises.
3. Learned Counsel for the Respondent, on instructions from the Respondent, submits that the Respondent is agreeable to allow time up to 31.12.2025, subject to the Petitioners continuing to pay user and occupation charges in the sum of Rs. 3,500/- per month, till the vacation of the subject premises to the Respondent.
4. Learned Counsel for the Petitioners submit that this is acceptable to the Petitioners.
5. In view thereof, let an Undertaking by way of an Affidavit be filed by



the Petitioners, within a period of three weeks undertaking that:

- (i) The Petitioners shall hand over the vacant physical possession of the premises i.e., property bearing No.119, ground floor, Ward No.6, situated at Gali Kandle Kasan Fatehpuri, Delhi-1100006 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 Petitioners to the Respondent on or before 31.12.2025;
 - (iii) The user and occupation charges shall continue to be paid by the Petitioners in the sum of Rs. 3,500/- 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 Petitioners undertake and confirm that the entire subject premises is under his occupation and control;
 - (v) The Petitioners 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 Petitioners 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;
 - (vii) The Petitioners 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 Petitioners on his email address within two days.
8. Subject to the Petitioners filing the aforesaid Undertaking before this Court within two weeks from today, execution of order dated 13.03.2019 passed in case No. E-156/16 captioned *Sh. Mahender Kumar v. Anita & Ors.* [hereinafter referred to as the “Eviction Order”] shall remain stayed till 31.12.2025.
9. In the event that the Petitioners default in complying with the terms of the Undertakings 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, recovery of arrears and for recovery of the full user charges/damages from the Petitioners 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. The pending Application also stands closed.
11. List the matter for compliance on 07.04.2025 in the Supplementary list.
12. The parties will act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

MARCH 10, 2025/pa/jn

Click here to check corrigendum, if any