



2025:DHC:975



\$~67

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

Date of Decision: 11.02.2025

+ **RC.REV. 389/2024 & CM APPL. 75101/2024**

RAJAN PURI

.....Petitioner

Through: Mr. Ankit Jain, Sr. Advocate with Mr. Akshay Soni, Mr. Vishal Saxena & Ms. Meenakshi Garg, Advocates with Petitioners in person.

versus

MOHD REHAN

.....Respondent

Through: Mr. Rahul Malik, Advocate with Respondent in person.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

TARA VITASTA GANJU, J.: (Oral)

1. The Petitioner and Respondent are physically present in Court today.
2. Learned Counsel for the parties submit that the parties have amicably reached a resolution with respect to their *inter se* disputes.
3. Learned Counsel for the Petitioner, on instructions from the Petitioners submits that the Petitioner needs additional time up to 07.08.2027 to vacate the tenanted premises.
4. Learned Counsel for the Respondent, on instructions from the Respondent, submits that the Respondent is agreeable to allow time up to 07.08.2027, subject to payment of user and occupation charges in the sum of Rs.45,000/- per month from February, 2025 onwards. Learned Counsel for the Petitioner submits that this offer is acceptable to the Petitioner.



2025:DHC:975



5. Learned Counsel for the Respondent further submits that the arrears of rental have already been paid by the Petitioner as was recorded by this Court in its order dated 07.02.2025.

6. In view thereof, let an Undertaking by way of an Affidavit be filed by the Petitioner, within a week undertaking that:

(i) The Petitioner shall hand over the physical possession of the premises i.e., built-up property bearing Shop No.5651, Kucha Khan Chand, Haji Ali Jaan Building, Nai Sadak Market, Chandani Chowk, Delhi-110006 [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 07.08.2027;

(iii) The use and occupation charges from 01.02.2025 onwards till the date the subject premises is vacated, shall be paid by the Petitioner at the rate of Rs.45,000/- per month, on or before 7th day of each calendar month;

(iv) The use and occupation charges for the month of February, 2025 shall be paid by the Petitioner on or before 25.02.2025 [as per the agreement between the parties].

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

(vi) 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;

(vii) The Petitioner undertakes 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;



2025:DHC:975



(viii) The Petitioner shall remain bound by the aforesaid Undertaking.

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

8. 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.

9. Subject to the Petitioner filing the aforesaid Undertaking before this Court within a week from today, execution of order dated 11.07.2024 passed in RC/ARC No.426/2022 [hereinafter referred to as the “Eviction Order”] shall remain stayed till 07.08.2027.

10. 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 Petitioner at market rate for the period from the date of the Eviction Order, in accordance with law.

11. The Petition is accordingly disposed of. The pending Application also stands closed.

12. List the matter for compliance on 07.03.2025.

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

TARA VITASTA GANJU, J

FEBRUARY 11, 2025/ ha

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