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

% *Date of Decision: 12.03.2025*

+ RC.REV. 383/2018

SARVINDER KUMAR SAINIPetitioner

Through: Petitioner in person.

versus

OM PRAKASHRespondent

Through: Mr. Hem C. Vashisht, Advocate with
Respondent in person.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

TARA VITASTA GANJU, J.: (Oral)

CM APPL. 14951/2025 [*Exemption from filing certified copies*]

1. Allowed, subject to just exceptions.
2. The Application is disposed of.

RC.REV. 383/2018 & CM APPL. 14950/2025 [*Additional time to vacate*]

3. This is an Application seeking grant of one month's time to vacate the subject premises.
4. The Petitioner and the Respondent are present in the Court today.
5. Learned Counsel for the Respondent, who appears on advance service submits that the Petitioner is not complying with the orders passed by this Court from time-to-time. He also submits that previously the Petitioner gave a statement before the Executing Court that he will hand over the vacant, peaceful possession of the subject premises on or before 05.11.2024.
6. Learned Counsel for the Respondent submits that he has no objection



if the prayers in the present Petition are allowed.

7. The Application is accompanied by an Affidavit.

8. Learned Counsel for the Respondent submits that this Court by an order dated 22.01.2025 had affixed user charges in the matter and had passed the following directions:

“17. The Petitioner/tenant shall pay to the Respondent/landlord use and occupation charges in the following manner during the pendency of the Revision Petition:

(i) The user and occupation charges for the period commencing from 16.08.2018 to 31.03.2022 shall be paid by the Petitioner/tenant at the rate of Rs. 5,000/- per month;

(ii) The user and occupation charges for the period commencing from 01.04.2022 to 31.12.2024 shall be paid by the Petitioner/tenant at the rate of Rs. 6,500/- per month;

(iii) The user and occupation charges from 01.01.2025 onwards, shall be paid by the Petitioner/tenant at the rate of Rs.8,000/- per month, on or before 7th day of each calendar month.

(iv) The user and occupation charges for the month of January, shall be paid by the Petitioner/tenant on or before 31.01.2025;

(v) The payment of arrears of user and occupation charges as set out in (i) and (ii) shall be paid by the Petitioner/tenant in four equal instalments, i.e., 28.02.2025, 31.03.2025, 30.04.2025 and 31.05.2025.”

8.1 Learned Counsel for the Respondent submits that no payment has been made in terms of the order dated 22.01.2025. The Respondent is at liberty to take appropriate steps for enforcement of the directions passed by this Court.

9. Since there is no Counsel present on behalf of the Petitioner, on an inquiry from the Court, Mr. Sarvinder Kumar Saini – the Petitioner who appears in person - has stated that he will vacate the subject premises on or



before 31.03.2025.

10. 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 residential room in property bearing No. C-1, MCD No.60, Sanwal Nagar, New Delhi-49 as shown in green 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 31.03.2025;

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

(iv) 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;

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

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

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

12. Subject to the Petitioner filing the aforesaid Undertaking before this Court within a week from today, execution of order dated 16.02.2018 passed in Eviction Petition No.6018/2016 captioned ***Om Prakash v. Suresh Kumar Saini and Ors.*** [hereinafter referred to as the “Eviction Order”] shall remain



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stayed till 31.03.2025.

13. In the event that the Petitioner defaults in filing the Undertaking or 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, 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.

14. The Petition is disposed of in the foregoing terms. List the matter for compliance on 01.04.2025.

14.1. The date already fixed in the matter stands cancelled.

15. The parties will act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

MARCH 12, 2025/pa

Click here to check corrigendum, if any