



2025:DHC:1151



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

Date of Decision: 20.02.2025

+ **RC.REV. 269/2024 & CM APPL. 58148/2024**

KAILASH

.....Petitioner

Through: Mr. Ajay Kohli & Ms. Dipika Prasad,
Advocates with Petitioner in person.

versus

ROHTASH KUMAR

.....Respondent

Through: Mr. Rajesh Sharma, 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 an amicable resolution with respect to their *inter se* disputes.
3. Learned Counsel for the Petitioner, on instructions, submits that the Petitioner need additional time of six months to vacate the tenanted premises up to 20.08.2025.
4. Learned Counsel for the Respondent, on instructions from the Respondent, submits that this offer is acceptable to the Respondent. In lieu of the early vacation of the tenanted premises, the learned Counsel for the Respondent, on instructions from the Respondent, submits that the Respondent agrees to forego all claims for user charges and damages.
5. In view thereof, let an Undertaking by way of an Affidavit be filed by



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the Petitioner, within a week undertaking that:

- (i) The Petitioner shall hand over the physical possession of the premises i.e., shop no. 38/16, Khanpur Ext., Main M.B. Road, New Delhi [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 20.08.2025;
- (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 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;
- (vi) The Petitioner shall remain bound by the aforesaid Undertaking.

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

7. Subject to the Petitioner filing the aforesaid Undertaking before this Court within a week from today, execution of order/judgment dated 17.05.2024 passed in RC ARC 12/2022 [hereinafter referred to as the “Eviction Order”] shall remain stayed till 20.08.2025.

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



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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.

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

10. List the matter for compliance on 18.03.2025 in the Supplementary List.

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

TARA VITASTA GANJU, J

FEBRUARY 20, 2025/ ha

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