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

Date of Decision: 21.01.2025

+ **RC.REV. 356/2024 & CM APPL. 69416/2024**

DR PRITAM GUPTA & ANR.

.....Petitioners

Through: Mr. P.D. Gupta, Sr. Advocate with
Mr. Abhishek Gupta & Mr. Prashant
Saxena, Advocates.

versus

SMT SHANTI DEVI

.....Respondent

Through: Ms. Geeta Mehrotra & Ms. Sonal
Verma, Advocates.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

TARA VITASTA GANJU, J.: (Oral)

1. Learned Counsels for the parties, on instructions, submit that the parties have mutually reached a settlement in the matter.
2. Learned Counsel for the Petitioners/tenants on instructions from the Petitioners/tenants submits that the Petitioners/tenants needs additional time of two years to vacate the tenanted premises.
 - 2.1 Learned Counsel for the Respondent/landlord, on instructions, submits that the Respondent/landlord is agreeable to allow time up to 18.01.2027, subject to payment of user and occupation charges in the sum of Rs.15,000/- per month for the first year and Rs.20,000/- per month for the second year. Learned Senior Counsel on instructions for the Petitioners/tenants submits that this offer is acceptable to the Petitioners/tenants.



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3. The Petitioners/tenants agree to pay user and occupation charges in the sum of Rs.15,000/- per month from 19.01.2025 to 31.12.2025 and Rs.20,000/- per month from 01.01.2026 to 18.01.2027 till they vacate the tenanted premises.

4. In view thereof, let an Undertaking by way of an Affidavit be filed by both the Petitioners/tenants, within a period of two weeks undertaking that:

(i) The Petitioners/tenants shall hand over the vacant physical possession of the premises i.e., one hall at the mezzanine floor of property no.24, Community Centre, Wazirpur, Phase-I, Delhi-110052 [hereinafter referred to as “subject premises”].

(ii) The vacant, physical and peaceful possession of the subject premises will be handed over by the Petitioners/tenants to the Respondent/landlord on or before 18.01.2027;

(iii) The use and occupation charges for the period from 19.01.2025 to 18.01.2026 shall be paid by the Petitioners/tenants at the rate of Rs.15,000/- per month on or before 7th day of each calendar month;

(iv) The use and occupation charges for the period from 19.01.2026 to 18.01.2027 shall be paid by the Petitioners/tenants at the rate of Rs.20,000/- per month on or before 7th day of each calendar month;

(v) The use and occupation charges for the month of January, 2025 shall be paid at the rate of Rs.15,000/- on or before 31.01.2025;

(vi) The Petitioners/tenants undertakes and confirms that the entire subject premises is under their occupation and control;

(vii) The Petitioners/tenants 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;



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(viii) The Petitioners/tenants 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;

(ix) The Petitioners/tenants shall remain bound by the aforesaid Undertaking.

5. An advance copy of the Undertaking shall be served on the Respondent/landlord.

6. All payments shall be made by the Petitioners/tenants into the bank account of the Respondent/landlord. The details of the bank account shall be provided by the learned Counsel for the Respondent/landlord to the learned Counsel for the Petitioners/tenants on his email address, within two days.

7. Subject to the Petitioners/tenants filing the aforesaid Undertaking before this Court within two weeks from today, execution of order dated 19.07.2024 passed in **RC ARC No.350/2018** captioned **Smt. Shanti Devi v. Dr. Pritam Gutpa & Anr.** [hereinafter referred to as the “Eviction Order”] shall remain stayed till 18.01.2027.

8. In the event that the Petitioners/tenants default in complying with the terms of the Undertaking filed, the interim protection granted hereinabove shall automatically stand dissolved and Respondent/landlord will be at liberty to take recourse to appropriate proceedings for recovery of possession and for recovery of the full *mesne profits* from the Petitioners/tenants at market rate for the period from the date of the Eviction Order, in accordance with law.

9. The Revision Petition is disposed of in the foregoing terms. Pending Application stands closed.



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10. List the matter for compliance on 07.02.2025.
11. The parties shall act based on the digitally signed copy of the order.

JANUARY 21, 2025/ ha

TARA VITASTA GANJU, J

Click here to check corrigendum, if any