



2025:DHC:1157



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

Date of Decision: 21.02.2025

+ **RC.REV. 623/2019 & CM Appl.16454/2024**

ASHOK KUMARPetitioner

Through: Ms. Sonia A. Menon, Adv.

versus

VIJAY KUMARRespondent

Through: Mr. Chetan Anand, Mr. Akash Kumar
Srivastava and Mr. Maitray Singh
Rathi, Advs.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORDER

21.02.2025

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1. Learned Counsel for the Petitioner submits that the parties have reached an amicable settlement in the matter and the Petitioner is ready to vacate the subject premises on or before 30.09.2025.
2. Learned Counsel for the Respondent, on instructions from the Respondent, submits that the Respondent is agreeable to allow time up to 30.09.2025, subject to the Petitioner continuing to pay user and occupation charges in the sum of Rs. 10,000/- per month, which were affixed by the Court in terms of order dated 05.11.2019, till the vacation of the subject premises to the Respondent.
3. 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., shop no. 6 (front portion) admeasuring area 180 sq. ft., in F-112, Kirti Nagar, 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 30.09.2025;

(iii) The user and occupation charges shall continue to be paid by the Petitioner in the sum of Rs. 10,000/- 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 Petitioner undertakes and confirms that the entire subject premises is under his occupation and control;

(v) 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;

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

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

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

5. 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.

6. Subject to the Petitioner filing the aforesaid Undertaking before this



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Court within a week from today, execution of order dated 17.05.2019 passed in ARC No. 25981/2016 captioned **Vijay Kr. Bhasin. vs. Ashok Kumar** [hereinafter referred to as the “Eviction Order”] shall remain stayed till 30.09.2025.

7. 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 Respondents 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.

8. The Petition is disposed of in the foregoing terms. The pending Application also stands closed.

9. List the matter for compliance on 19.03.2025 in the Supplementary List.

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

TARA VITASTA GANJU, J

FEBRUARY 21, 2025/r/jn

Click here to check corrigendum, if any