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

*Date of Decision: 24.01.2025*

+ **RC.REV. 10/2025**

WASIM

....Petitioner

Through: Mr. Rajat Aneja, Ms. Chandrika  
Gupta, Advs. with Petitioner in-  
person

versus

MUMTAZ BEGUM

....Respondent

Through: Mr. Asif Khan, Mr. Atip Abdullah  
Khan, Advs. 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 the Court today.
2. After some arguments, learned Counsel for the Petitioner/tenant submits that the Petitioner/tenant are agreeable to vacate the property i.e., two rooms set, latrine, bathroom, kitchen and lobby on third floor without roof terrace, in property bearing no. 1323, Farash Khana, Delhi-110006 [hereinafter referred to as "subject premises"]. For this purpose, they request for some additional time to vacate the subject premises.
3. Learned Counsel for the Respondent/landlord, on instructions, submits that the Respondent is agreeable to grant additional time upto 31.12.2025 to the Petitioner/tenant to vacate the subject premises, subject to payment of user and occupation charges in the sum of Rs.10,000/- per month.



4. Learned Counsel for the Petitioner/tenant, on instructions, submits that this offer is acceptable to the Petitioner/tenant.
5. In view thereof, let an Undertaking by way of an Affidavit be filed by the Petitioner/tenant, within a period of one week undertaking that:
- (i) The Petitioner/tenant shall hand over the vacant physical possession of the premises i.e., two rooms set, latrine, bathroom, kitchen and lobby on third floor without roof terrace, in property bearing no. 1323, Farash Khana, 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/tenant to the Respondent/landlord on or before 31.12.2025;
  - (iii) The user and occupation charges for the period commencing from 22.01.2025 to 31.01.2025 shall be paid by the Petitioner/tenant at the rate of Rs. 10,000/- per month on or before 31.01.2025.
  - (iv) The user and occupation charges from 01.02.2025 onwards shall be paid by the Petitioner/tenant at the rate of Rs.10,000/- per month on or before 7th day of each calendar month;
  - (v) The Petitioner/tenant undertakes and confirms that the entire subject premises is under his occupation and control;
  - (vi) The Petitioner/tenant 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/tenant 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;
  - (viii) The Petitioner/tenant shall remain bound by the aforesaid



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Undertaking.

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

7. All payments shall be made by the Petitioner/tenant 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 Petitioner/tenant on his email address, within two days.

8. Subject to the Petitioner/tenant filing the aforesaid Undertaking before this Court within one week from today, execution of order dated 22.07.2024 passed in E. No.95/2022 captioned *Mumtaz Begum vs. Wasim* [hereinafter referred to as the “Eviction Order”] shall remain stayed till 31.12.2025.

9. In the event that the Petitioner/tenant defaults 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, recovery of arrears and for recovery of the full user charges/damages from the Petitioner/tenant at market rate for the period from the date of the Eviction Order, in accordance with law.

10. The Revision Petition is disposed of in the foregoing terms.

11. List the matter for compliance on 13.02.2025 in the Supplementary List.

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

**TARA VITASTA GANJU, J**

**JANUARY 24, 2025/jn**

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