



2025:DHC:1252



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

Date of Decision: 24.02.2025

+ RC.REV. 366/2024 & CM APPL. 71534/2024

BIJENDRA KASANA

.....Petitioner

Through: Mr. Dheerendra Kumar Yadav,
Advocate with Petitioner in person.

versus

SMT GAJENDRA DEVI

.....Respondent

Through: Mr. Vikas Tomar and Mr. Sachin
Singh Sikarwar, Advocates with son
of the Respondent in person.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

TARA VITASTA GANJU, J.: (Oral)

1. The Petitioner and the son of the Respondent, Mr. Ashok, are physically present in the Court today.
2. Learned Counsel for the Petitioner, on instructions, submits that the Petitioner needs additional time to vacate the subject premises up to 31.08.2025.
3. Learned Counsel for the Respondent, on instructions from the Respondent, submits that the Respondent is agreeable to allow time up to 31.08.2025, subject to payment of user and occupation charges in the sum of Rs.20,000/- per month from 24.11.2024 onwards. Learned Counsel for the Petitioner, on instructions, submits that this is acceptable to the Petitioner.
4. 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/tenant shall hand over the vacant physical possession of the premises i.e., shop bearing No.1/2764, near Shanti Building, Ram Nagar, Mandoli Road, Shahdara, Delhi-110032 as shown in the red 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/tenant to the Respondent/landlady on or before 31.08.2025;
- (iii) The use and occupation charges from 24.11.2024 to 28.02.2025 shall be paid by the Petitioner/tenant at the rate of Rs.20,000/- per month on or before 15.03.2025;
- (iv) The use and occupation charges from 01.03.2025 onwards till the time the subject premises is vacated shall be paid by the Petitioner/tenant at the rate of Rs.20,000/- 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 Undertaking.

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



Respondent/landlady.

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

7. Subject to the Petitioner filing the aforesaid Undertaking before this Court within a week from today, execution of order dated 24.05.2024 passed in Eviction Petition No. 34/2015 captioned **Smt. Gajendra Devi v. Bijender Kasana** [hereinafter referred to as the “Eviction Order”] shall remain stayed till 31.08.2025.

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 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 Revision Petition is disposed of in the foregoing terms. Pending Application shall stand closed.

10. List 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 24, 2025/pa

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