



2025:DHC:598



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

Date of Decision: 29.01.2025

+ **RC.REV. 98/2024 & CM APPL. 20729/2024**

SMT. SAVITRI DEVI

.....Petitioner

Through: Mr. Tara Chand Sharma, Advocate
with Petitioner in person.

versus

SMT. SARASWATI DEVI

.....Respondent

Through: Mr. S.K.S. Bhaduria, Advocate with
Respondent in person.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

TARA VITASTA GANJU, J.: (Oral)

1. The Petitioner/tenant and the Respondent/landlord are physically present in the Court today.
2. Learned Counsel for the Petitioner/tenant, on instructions, submits that the Petitioner/tenant is not in a position to make payment of user and occupation charges but some additional time may be granted to the Petitioner/tenant to vacate the tenanted premises.
3. Learned Counsel for the Respondent/landlord, on instructions, submits that the Respondent/landlord is agreeable to allow the Petitioner/tenant additional time up to 31.05.2025 to vacate the tenanted premises. Learned Counsel for the Petitioner/tenant submits that this offer is acceptable to the Petitioner/tenant.
- 3.1 Learned Counsel for the Respondent/landlord, on instructions,



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submits that in lieu of the early vacation of the tenanted premises, the Respondent/landlord agrees to forego user and occupation charges or damages.

4. 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., property bearing No.2839, Ground Floor, Pakka Katra, Khushal Rai, Kinari Bazar, 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 31.05.2025;

(iii) The Petitioner/tenant undertakes and confirms that the entire subject premises is under her occupation and control;

(iv) 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;

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

(vi) The Petitioner/tenant shall remain bound by the aforesaid Undertaking.

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



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6. In the event that the Petitioner/tenant defaults in complying with the terms of the Undertaking filed, the interim protection granted by this Court on 19.07.2024 shall automatically stand dissolved and the Respondent/landlord will be at liberty to take recourse to appropriate proceedings for recovery of possession and for recovery of rental/user and occupation charges, in accordance with law.
7. The Petition and the pending Application are disposed of in the foregoing terms.
8. List the matter for compliance on 14.02.2025 in the Supplementary list.
9. The parties shall act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

JANUARY 29, 2025/ ha

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