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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **RC.REV. 130/2024, CM APPL. 27201/2024 & CM APPL.**
62531/2024

MOHAN LAL KATYAL

.....Petitioner

Through: Mr. V.K. Sharma, Advocate.

versus

POOJA

.....Respondent

Through: Mr. Satish Sharma, Advocate.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORDER

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13.11.2024

1. Mr. Ganish Katyal, a legal representative of the Petitioner appears through video conferencing.
2. The Respondent also appears through video conferencing.
3. Learned Counsel for the parties submit that the parties have reached a settlement that Petitioner shall vacate the premises i.e. Shop No. 9 and 10 on ground floor of Property bearing No. A-4/27, Krishna Nagar, Delhi-110051 [hereinafter referred to as "subject Premises"] on or before 31.01.2025.
4. During the interregnum period, the payment which has been deposited by the Petitioner/tenant before the learned Trial Court shall be withdrawn and deposited in the bank account of the Respondent/landlord within two weeks by the Petitioner/tenant.
 - 4.1 For this purpose, 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.
5. In consideration of the foregoing, the Respondent/landlord agrees to forego monthly user charges.



6. Let an Undertaking by way of an Affidavit be filed by the Petitioner/tenant, within a period of three weeks undertaking that:

(i) 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 31.01.2025;

(ii) The Petitioner/tenant undertakes and confirms that the entire subject Premises are under their occupation and control;

(iii) 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;

(iv) The Petitioner/tenant 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;

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

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

8. Subject to the Petitioner/tenant filing the foregoing Undertaking before this Court within two weeks from today, execution of order dated 08.12.2023 passed in RC ARC 8/2020 [hereinafter referred to as the "Eviction Order"] shall remain stayed.

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 and for recovery of the use and occupation charges from the Petitioner/tenant at market rate the period from the date of the Eviction Order, in accordance with law.

10. Accordingly, the Petition and all pending Applications stands disposed of in terms of the settlement above between the parties.

11. Both parties undertake to abide by the terms of the settlement entered into before the Court.

12. List for compliance on 10.12.2024.

TARA VITASTA GANJU, J

NOVEMBER 13, 2024/ ha

Click here to check corrigendum, if any