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

+ **RC.REV. 437/2019 & CM APPL. 32818/2019**

CHHEDI LAL

.....Petitioner

Through: Mr. Adv. with wife of the Petitioner
(Appearance not given.)

versus

SOM PRAKASH

.....Respondent

Through: Mr. Khowaja Siddiqui, Adv. with Mr.
Uday Arora, Adv.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORDER

03.10.2024

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1. Pursuant to the last order, the wife of the Petitioner/tenant is present in Court today. She has been examined by the Court and she states as follows:

- (i) that the Petitioner/tenant is suffering from a paralytical attack and he is neither able to speak nor able to move, nor sign any documents;
- (ii) In view of the fact that they are unable to pay any use and occupation charges, she wishes to vacate the demised Premises on or before 15.11.2024 with any liability to make payment.

2. Learned Counsel for the Respondents/landlords on instructions from Mr. Dinkar Rajput, Respondent No.1(B), submits that in lieu of what has been stated above, the Respondents/landlords have agreed to waive off arrears of use and occupation charges.

3. In view thereof, let separate Undertakings by way of an Affidavit be filed by the wife and the son of the Petitioner/tenant, within a period of two



weeks undertaking that:

- (i) The vacant, physical and peaceful possession of the demised Premises will be handed over by the Petitioner/tenant to the Respondents/landlords on or before 15.11.2024;
 - (ii) The deponent undertakes and confirms that the entire demised Premises are under their occupation and control;
 - (iii) The deponent will pay all the utility bills such as electricity and water and any other dues, for the demised Premises till the date of handing over of the vacant, physical and peaceful possession thereof;
 - (iv) The deponent undertakes that they will not create any third party rights or part with possession of the demised Premises and that they shall not damage the demised Premises in any manner whatsoever prior to its vacation;
 - (v) The deponent and the Petitioner/tenant shall remain bound by the aforesaid Undertaking.
4. An advance copy of the Undertaking shall be served on the Respondents/landlords.
5. In the event that the Petitioner/tenant defaults in complying with the terms of the Undertaking filed, the 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 for the period from the date of the Eviction Order in accordance with law.
6. The Revision Petition and all pending Applications are disposed of in the foregoing terms.
7. List the matter for compliance on 19.11.2024.



8. Parties shall act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

OCTOBER 3, 2024/SA

Click here to check corrigendum, if any