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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **RC.REV. 324/2024, CM APPL. 66061/2024 & CM APPL. 66062/2024**

KHAIRATI LAL GUPTA

.....Petitioner

Through: Mr. Piyush Gupta, Mr. Prateek Gupta
& Mr. Amit Sharma, Advocates with
Son of the Petitioner.

versus

VASILA BEGUM

.....Respondent

Through: Mr. M.A. Khan, Advocate with son of
the Respondent.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORDER

09.12.2024

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CM APPL. 66061/2024 [Exemption]

1. Allowed, subject to all just exceptions.
2. The Application stands disposed of.

RC.REV. 324/2024 & CM APPL. 66062/2024 [for stay]

3. The son of the Petitioner is physically present in Court. He submits that the Petitioner is over 90 years' old and is unable to be present in Court.
4. The son of the Respondent is also physically present in Court today. He states that the Respondent cannot appear as she is 85 years' old.
5. Learned Counsel for the parties, on instructions, submit that the parties have mutually reached a settlement in the matter. The Petitioner is agreeable to vacate the tenanted premises on or before 31.05.2025.



6. In consideration of the foregoing, the Respondent agrees to forego monthly user charges at market rent.

7. In view thereof, let an Undertaking by way of an Affidavit be filed by the Petitioner and the son of the Petitioner, who is present in Court today, within a period of two weeks undertaking that:

(i) The Petitioner shall hand over the physical possession of the property i.e., one shop bearing no. 250/1, forming part of property bearing no. 250, Chaupal Chowk, Khureji Khas, Delhi- 110051, [hereinafter referred to as “subject premises”] on or before 31.05.2025;

(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 agreed rental in the sum of Rs. 2,200/- per month shall continue to be paid by the Petitioner on or before 7th day of each calendar month shall till the date of the subject premises are vacated.

(iv) The arrears of rental shall be paid by the Petitioner on or before 31.12.2024;

(v) The Petitioner undertakes and confirms that the entire subject premises are under their occupation and control;

(vi) The Petitioner 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 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;

(viii) The Petitioner shall remain bound by the aforesaid Undertaking.



8. An advance copy of the Undertaking shall be served on the Respondent.
9. Subject to the Petitioner/tenant filing the aforesaid Undertaking before this Court within two weeks from today, the execution of order dated 27.08.2024 shall remain stayed till 31.05.2025.
10. 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/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.
11. Accordingly, the Revision Petition and the pending application are disposed of.
12. Parties will act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

DECEMBER 9, 2024/ ha

Click here to check corrigendum, if any