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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **RC.REV. 367/2024 & CM APPL. 71727-71729/2024**

RAJEEV KUMAR & ANR.Petitioners

Through: Mr. Aaditya Vijaykumar and Ms.
Harshita Goel, Advs.

versus

FAIZA BEGUMRespondent

Through: Mr. Adv. [appearance not given]

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORDER

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20.12.2024

1. Learned Counsel for the parties, at the outset, submit that on 10.12.2024 it was agreed that the Petitioners will vacate the subject premises on 30.06.2026, however inadvertently, the order recorded 30.06.2025 instead of 30.06.2026. The statement of the learned Counsel for the parties is taken on record.

2. Learned Counsel for the Respondent, on instructions from the Respondent, submits that the Respondent is agreeable to allow additional time up to 30.06.2026 to vacate the subject premises, subject to the Petitioners making payment in the sum of Rs.40,000/- per month as user charges.

3. In view thereof, let an Undertaking by way of an Affidavit be filed by the Petitioners, within a period of three weeks undertaking that:

(i) The Petitioners shall hand over the physical possession of the property i.e., Shop No. 5669, Kucha Khan Chand, Haji Ali Jaan Building, Nai Sadak Market, Chandani Chowk, Delhi-110006, comprising area at ground floor measuring 12 ft. x 12 ft. and mezzanine floor 12 ft. x 12 ft. along with stairs



more specifically as shown in red color in the site plan as annexed to the Eviction Petition [hereinafter referred to as “subject premises”] on or before 30.06.2026;

(ii) The user and occupation charges from 11.01.2025 onwards, until the vacation of the subject premises, shall be paid by the Petitioners at the rate of Rs.40,000/- per month, on or before 7th day of each calendar month;

(iii) The payment of user and occupation charges for the month of January, 2025 shall be paid by the Petitioners made on or before 15.01.2025.

(iv) The Petitioners shall clear all arrears of rental on or before 31.12.2024;

(v) The Petitioners undertake and confirm that the entire subject premises are under their occupation and control;

(vi) The Petitioners 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 Petitioners undertake 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 Petitioners shall remain bound by the aforesaid Undertaking.

3.1 All payments shall be made into the bank account of the Respondent. The details of the bank account shall be provided by the learned Counsel for the Respondent to the learned Counsel for the Petitioners on his email address within three days.

4. An advance copy of the Undertaking shall be served on the Respondent.

5. Subject to the Petitioners filing the aforesaid Undertaking before this



Court within three weeks from today, execution of Impugned Order dated 11.07.2024 shall remain stayed until 30.06.2026.

6. In the event that the Petitioners default in complying with the terms of the Undertaking filed, the Respondent will be at liberty to take recourse to appropriate proceedings for recovery of possession of the user and occupation charges from the Petitioners at market rate for the period from the date of the Eviction Order, in accordance with law.

7. The Revision Petition and the pending Applications are disposed of in the foregoing terms.

8. List the matter for compliance on 27.01.2025.

9. Parties will act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

DECEMBER 20, 2024/r

Click here to check corrigendum, if any