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

+ **RC.REV. 370/2024, CM APPLs. 72364-65/2024**

MOHD. SHAFIQ

.....Petitioner

Through: Mr. Sunil Lalwani, Advocate along
with Petitioner in person.

versus

HASEEN BANO

.....Respondent

Through: Mr. J.C Mahindro, Advocate along
with son of the Respondent in person.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORDER

23.12.2024

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1. The Petitioner and the son of the Respondent are physically present in the Court today.
2. Learned Counsel for the Respondent, on instructions from the Respondent, submits that the Respondent is agreeable to allow additional time up to 02.07.2025 to vacate the subject premises, subject to the Petitioners making payment in the sum of Rs.5,000/- per month as user charges.
3. In view thereof, let an Undertaking by way of an Affidavit be filed by the Petitioner, within a period of three weeks undertaking that:
 - (i) The Petitioner shall hand over the physical possession of the property i.e., One room, latrine, bathroom, tin-shed kitchen and open courtyard at ground floor, forming part of the Property bearing No. 1674, Mohalla Rodgran, Gali Shaban Khan, Delhi-110006, measuring 40 sq. yards



[hereinafter referred to as “subject premises”] on or before 02.07.2025;

- (ii) The user and occupation charges from 03.01.2025 onwards, until the vacation of the subject premises, shall be paid by the Petitioner at the rate of Rs.5,000/- per month, on or before 7th day of each calendar month;
- (iii) The Petitioner undertakes and confirms that the entire subject premises is under his occupation and control;
- (iv) 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;
- (v) The Petitioner undertake that he will not create any third-party rights or part with possession of the subject premises and that he shall not damage the subject premises in any manner whatsoever prior to its vacation;
- (vi) The Petitioner 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 Petitioner on his email address within two days.

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

5. Subject to the Petitioner filing the aforesaid Undertaking before this Court within three weeks from today, execution of Impugned Order dated 03.07.2024 shall remain stayed until 02.07.2025.

6. In the event that the Petitioner defaults 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 Petitioner at market rate for the period from the



date of the Eviction Order, in accordance with law.

7. Accordingly, the Revision Petition and the pending Applications are disposed of.
8. List the matter for compliance on 28.01.2025.
9. Parties will act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

DECEMBER 23, 2024

g.joshi

Click here to check corrigendum, if any