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

+ **RC.REV. 28/2021**

OM PRAKASH HIRANANDANIPetitioner

Through: Mr. Shahid Ali, Mr. Mohd. Salman
and Mr. Sameer Tayyub, Advs.

versus

SANJEEV CHHABRARespondent

Through: Mr. Adv. [appearance not given]

(173)

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OM PRAKASH HIRANANDANIPetitioner

Through: Mr. Shahid Ali, Mr. Mohd. Salman
and Mr. Sameer Tayyub, Advs.

versus

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Through: Mr. Adv. [appearance not given]

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORDER

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13.02.2025

1. Learned Counsel for the parties submit that the parties have reached an amicable settlement in the matter and the Respondent is ready to vacate the subject premises on or before 31.10.2027.
2. Learned Counsel for the Petitioner, on instructions from the Petitioner, submits that the Petitioner is agreeable to allow time up to 31.10.2027, subject to the payment of user and occupation charges in the sum of Rs. 10,000/- per month till the vacation of the subject premises.
3. In view thereof, let an Undertaking by way of an Affidavit be filed by the Respondent, within a period of one week undertaking that:
 - (i) The Respondent shall hand over the vacant physical possession of the premises i.e., Hall on the back side of Shop No. 28, Ground Floor, Property



No. 27 & 28, Krishna Market, Lajpat Nagar-1, New Delhi in RC.REV. 28/2021 and Shop No. 27, Ground Floor, Property No. 27 & 28, Krishna Market, Lajpat Nagar-1, New Delhi in RC.REV. 29/2021 [hereinafter referred to as “subject premises”].

(ii) The vacant, physical and peaceful possession of the subject premises will be handed over by the Respondent to the Petitioner on or before 31.10.2027;

(iii) The user and occupation charges from 01.02.2025 onwards shall be paid by the Respondent in the sum of Rs. 10,000/- per month till the date of handing over of the vacant, physical and peaceful possession;

(iv) The payment of user and occupation charges for the month of February, 2025 shall be paid by the Respondent on or before 22.02.2025;

(v) The Respondent undertakes and confirms that the entire subject premises is under his occupation and control;

(vi) The Respondent 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 Respondent 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 Respondent shall remain bound by the Undertaking.

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

5. Subject to the Respondent filing the aforesaid Undertaking before this Court within one week from today, execution of orders dated 07.10.2020 passed in RC ARC 53/19 captioned ***Om Prakash Hiranandani vs. Sanjeev Chhabra*** and in RC ARC 54/19 captioned ***Om Prakash Hiranandani v.***



Sanjeev Chhabra [hereinafter referred to as the “Eviction Orders”] shall remain stayed till 31.10.2027.

6. In the event that the Respondent defaults in complying with the terms of the Undertaking filed, the interim protection granted hereinabove shall automatically stand dissolved and Petitioner will be at liberty to take recourse to appropriate proceedings for recovery of possession, recovery of arrears and for recovery of the full user charges/damages from the Respondent at market rate for the period from the date of the Eviction Orders, in accordance with law.

7. The Revision Petition is disposed of in the foregoing terms.

8. List the matter for compliance on 05.03.2025 in the Supplementary List.

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

TARA VITASTA GANJU, J

FEBRUARY 13, 2025/r

Click here to check corrigendum, if any