



\$~2

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

+ RC.REV. 41/2025, CM APPL. 5846/2025, CM APPL. 5850/2025
CM APPL. 22627/2025

MOHD MEER

.....Petitioner

Through: Mr. Jai Sahai Endlaw with Mr. Ghanshamn Singh, Mr. Shubham Aggarwal , Advocates and petitioner in court.

versus

MOHD JAVED

.....Respondent

Through: Mr. M. S. Khan with Mr. Mohmmad Sajid and Mr. Akbar Kaleem, Advocates.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

02.05.2025

%

Pursuant to what was recorded in last order dated 28.04.2025, Mr. Jai Sahai Endlaw, learned counsel appearing for the petitioner, on instructions of Mr. Mohd Meer, the petitioner who is present in court submits, that the petitioner is willing to *not* press the present revision petition *if* he is granted 02 months to vacate the subject premises *i.e.*, property/Shop No. 926, Ground Floor, Main Bazar, Ballimaran, near Punjabi Phatak, Delhi; with a further request that no use and occupation charges be imposed upon him.

2. Mr. M. S. Khan, learned counsel appears on behalf of the respondent; and submits that the proposal is acceptable to him and the requisite undertaking be filed by the petitioner.



3. In view of the above, by consent of the petitioner as well as the respondent, the present revision petition is disposed-of, with the following directions :
- 3.1. The petitioner shall vacate the subject premises *i.e.*, property/Shop No. 926, Ground Floor, Main Bazar, Ballimaran, near Punjabi Phatak, Delhi *on or before 30.06.2025*;
- 3.2. In the meantime, the petitioner shall be entitled to continue to use and occupy the subject premises for the purpose for which it has been used so far, without having to pay any use of occupation charges.
4. Furthermore, the petitioner shall file before this court an affidavit of undertaking in the following terms within 02 weeks from today, with copy to the opposing counsel :
- i. *I undertake that I shall surrender vacant, peaceful, physical possession of the subject premises to the respondent or his nominee on or before 30.06.2025, against written acknowledgment of receipt.*
 - ii. *Furthermore, during the period of my use and occupation of the subject premises, I shall regularly and punctually pay all utility bills, including electricity and water charges and any other dues that may arise in relation to the use and occupation of the subject premises, till the date I hand-over vacant, peaceful, physical possession thereof to the respondent or his nominee.*
 - iii. *I further undertake and confirm that throughout the period upto 30.06.2025, the subject premises shall remain under my use and occupation; and I shall not create any third party rights, titles or interests whatsoever, in or to the subject premises; and that I shall not cause any damage or harm to the subject premises, failing which I shall remain liable for damages to compensate for any such damage or harm.*
 - iv. *I shall remain bound by the terms of the aforesaid undertaking.*
 - v. *I also undertake that in the event I fail to surrender vacant, peaceful, physical possession of the subject premises to the respondent by or before 30.06.2025*



or fail to abide by any of the other terms or conditions of the aforesaid undertaking , I shall render myself liable to pay use and occupation charges equivalent to the prevailing market rent for the subject premises and shall also render myself liable to other action as may be warranted, in accordance with law.

5. Needless to add, that in the event of violation of any of the terms of the above-referred undertaking, the respondent shall be at liberty to adopt all such remedies as may be available to him, in accordance with law.
6. The petition is disposed-of in the above terms.
7. Pending applications, if any, also stand disposed-of.
8. The Registry is directed to bring to the notice of this court if the affidavit of undertaking is not filed by the petitioner as directed-above.

ANUP JAIRAM BHAMBHANI, J

MAY 2, 2025

ds