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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. 15/2019, CM APPL. 1050/2019, CM APPL. 23066/2019
RAJNI SETH & ORS.Petitioners

Through: Mr. Ravinder Kumar Tyagi,
Advocate.

versus

PUSHPA GANDHI & ANRRespondents
Through: Mr. Viney Sharma, Advocate.

CORAM:
HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

% **ORDER**
04.08.2025

After making some submissions in the matter, Mr. Ravinder Kumar Tyagi, learned counsel appearing for the petitioners, on instructions of petitioner No.1 who is present in court, submits that the petitioners would be willing to vacate the subject premises *i.e.*, Shop No. 2, Municipal No. 841, Rishi Nagar, Shakur Pur Basti, Delhi, if they are granted some reasonable time.

2. Mr. Viney Sharma, learned counsel has entered appearance on behalf of the respondents on advance copy; and submits that the respondents are agreeable to the aforementioned proposal of the petitioners; and the respondents are willing to grant to the petitioners time until 31.03.2026 to vacate the subject premises, subject to the petitioners continuing to make a monthly payment of Rs. 5,000/- as use and occupation charges, as directed *vide* order dated 15.11.2019.



3. In view of the above, by consent of the petitioners as well as the respondents, the present revision petition is disposed-of with the following directions:
 - 3.1. The petitioners shall vacate the subject premises *i.e.*, Shop no. 2, Municipal No. 841, Rishi Nagar, Shakur Pur Basti, Delhi *on or before 31.03.2026*;
 - 3.2. In the meantime, the petitioners shall be entitled to continue to use and occupy the subject premises for the purpose for which it has been used so far, subject however to the petitioners paying to the respondents use and occupation charges of Rs.5,000/- per month as directed by order dated 15.11.2019, to be paid to the respondents by or before the 07th day of every English calendar month, till the time of vacation of the subject premises; and
 - 3.3. To facilitate electronic remittance of use and occupation charges as referred-to above, the respondents shall furnish to the petitioners requisite bank details within 07 days.
4. Furthermore, *each* of the petitioners 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 respondents or their nominee on or before 31.03.2026, against written acknowledgment of receipt.*
 - ii. *During the period of my use and occupation of the subject premises, I shall continue to pay to the respondent use and occupation charges at Rs. 5,000/- per month as directed vide order dated 15.11.2019, by or before the 07th day of every English calendar month till the time I vacate the subject premises*



- and hand-over vacant, peaceful, physical possession thereof to the respondents.*
- iii. *Furthermore, during the period of my use and occupation of the subject premises, I shall also 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 respondents or their nominee.*
- iv. *I also undertake that in the event of any default in payment of use and occupation charges and/or any utility bills as aforesaid, I shall render myself liable to pay enhanced use and occupation charges equivalent to the prevailing market rent for the relevant period instead of the agreed use and occupation charges of Rs.5,000/- per month as referred-to above.*
- v. *I further undertake and confirm that throughout the period upto 31.03.2026, 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.*
- vi. *I shall remain bound by the terms of the aforesaid undertaking.*
5. Needless to add, that in the event of violation of any of the terms of the above-referred undertaking, the respondents shall be at liberty to adopt all such remedies as may be available to them, in accordance with law.
6. The petition is disposed-of in the above terms.
7. The Registry is directed to bring to the notice of this court if the affidavit of undertaking is not filed by the petitioners as directed-above.

ANUP JAIRAM BHAMBHANI, J

AUGUST 4, 2025/ss