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- * **IN THE HIGH COURT OF DELHI AT NEW DELHI**
- + RC.REV. 99/2025, CM APPL. 17073/2025, CM APPL. 17074/2025
CM APPL. 17075/2025, CM APPL. 17076/2025
IQBAL SHAMSHAD @ IQBAL AHMED THROUGH SPA
HOLDER SHAKEEL AHMEDPetitioner
Through: Ms. Isha Khanna with Mr. Nikhil
Arora and Ms. Ruchika Malik,
Advocates.
- versus
JITENDER BANSALRespondent
Through: Mr. Shiv Charan Garg with Mr. Imran
Khan and Mr. Nalin Vinayak Gupta,
Advocates.
- + RC.REV. 106/2025, CM APPL. 18173/2025, CM APPL. 18174/2025
CM APPL. 18175/2025, CM APPL. 18176/2025
SANDEEP BAJAJPetitioner
Through: Ms. Isha Khanna with Mr. Nikhil
Arora and Ms. Ruchika Malik,
Advocates.
- versus
JITENDER BANSALRespondent
Through: Mr. Shiv Charan Garg with Mr. Imran
Khan and Mr. Nalin Vinayak Gupta,
Advocates.
- + RC.REV. 107/2025, CM APPL. 18203/2025, CM APPL. 18204/2025
CM APPL. 18205/2025, CM APPL. 18206/2025
RAHUL SHARMAPetitioner
Through: Ms. Isha Khanna with Mr. Nikhil
Arora and Ms. Ruchika Malik,
Advocates.
- versus
JITENDER BANSALRespondent
Through: Mr. Shiv Charan Garg with Mr. Imran
Khan and Mr. Nalin Vinayak Gupta,
Advocates.
- + RC.REV. 108/2025, CM APPL. 18210/2025, CM APPL. 18211/2025
CM APPL. 18212/2025, CM APPL. 18213/2025



SHAKEEL AHMED

.....Petitioner

Through: Ms. Isha Khanna with Mr. Nikhil Arora and Ms. Ruchika Malik, Advocates.

versus

JITENDER BANSAL

.....Respondent

Through: Mr. Shiv Charan Garg with Mr. Imran Khan and Mr. Nalin Vinayak Gupta, Advocates.

+ RC.REV. 109/2025, CM APPL. 18214/2025, CM APPL. 18215/2025
CM APPL. 18216/2025, CM APPL. 18217/2025

SALMA BEGUM THROUGH SPA HOLDER SHAKEEL AHMED

.....Petitioner

Through: Ms. Isha Khanna with Mr. Nikhil Arora and Ms. Ruchika Malik, Advocates.

versus

JITENDER BANSAL

.....Respondent

Through: Mr. Shiv Charan Garg with Mr. Imran Khan and Mr. Nalin Vinayak Gupta, Advocates.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

15.04.2025

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After making some submissions, Ms. Isha Khanna, learned counsel appearing for the petitioners submits, that the petitioners are willing to *not* press the present revision petitions *if* they are granted some reasonable time to vacate the subject premises, which are as follows :



S. No.	Petition	Premises
1.	RC.REV. 99/2025	One shop (Pvt. No. 6) on first floor of property bearing No. 1414-1415, Chabi Ganj, Kashmere Gate, Delhi
2.	RC.REV. 106/2025	One shop (Pvt. No. 2) on first floor of property bearing No. 1414-1415, Chabi Ganj, Kashmere Gate, Delhi
3.	RC.REV. 107/2025	One shop (Pvt. No. 1) on first floor of property bearing No. 1414-1415, Chabi Ganj, Kashmere Gate, Delhi
4.	RC.REV. 108/2025	One shop (Pvt. No. 8) on first floor of property bearing No. 1414-1415, Chabi Ganj, Kashmere Gate, Delhi
5.	RC.REV. 109/2025	One shop (Pvt. No. 5) on first floor of property bearing No. 1414-1415, Chabi Ganj, Kashmere Gate, Delhi

2. Mr. Shiv Charan Garg, learned counsel has entered appearance on behalf of the respondent; and submits that the respondent is agreeable to the aforementioned proposal of the petitioners, *subject to* the petitioners making an aggregate monthly payment of Rs. 21,000/- as use and occupation charges for *all the subject premises*.
3. In view of the above, after hearing brief submissions made by learned counsel for all parties, by consent of the petitioners as well as the respondent, the present revision petitions are disposed-of with the following directions :
 - 3.1. The petitioners shall vacate the subject premises as set-out in para 1 above *on or before 31.12.2025*;
 - 3.2. In the meantime, the petitioners shall be entitled to continue to use and occupy the subject premises for the purpose for which



the premises have been used so far, *subject however* to the petitioners paying to the respondent use and occupation charges in the aggregate sum of *Rs.21,000/- per month with effect from 01.04.2025*, to be paid to the respondent 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 respondent shall furnish to the petitioner requisite bank details within 07 days.

4. Furthermore, *each* of the petitioners, as per the memo of parties in these petitions or their duly authorised representative as per the record, shall file before this court affidavits 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 31.12.2025, against written acknowledgment of receipt.*
- ii. *During the period of my use and occupation of the subject premises, I (alongwith the other petitioners) shall pay to the respondent use and occupation charges in the aggregate sum of Rs. 21,000/- per month with effect from 01.04.2025, 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 respondent.*
- 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 respondent or his 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.21,000/- per month as referred to above.*
- v. I further undertake and confirm that throughout the period upto 31.12.2025, 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.*
- 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 respondent shall be at liberty to adopt all such remedies as may be available to him, in accordance with law.
- 6. The petitions are 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 petitioners as directed-above.

ANUP JAIRAM BHAMBHANI, J

APRIL 15, 2025

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