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

+ RFA 288/2025

MR. ERIC PETERAppellant

Through: Mr. M. Hasibuddin, Advocate.

versus

MR. TARSAME LAL TANGRIRespondent

Through: Mr. Sudhir Kumar Sharma with Mr.

Utkarsh Kumar Singh, Advocates.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

% **16.12.2025**

CM APPL. 79152/2025

Exemption granted, subject to just exceptions.

The application stands disposed-of.

CM APPL. 79151/2025

By way of the present application filed under section 151 of the Code of Civil Procedure 1908, the applicant/appellant seeks advancement of the date of hearing in the matter, which is otherwise posted on 17.04.2026.

2. Mr. M. Hasibudin, learned counsel appearing for the appellant submits, that further to what was recorded in order dated 28.03.2025, the appellant is willing to vacate the suit property, *if* given some reasonable time to do so, which is also the ground on which he seeks advancement of the date of hearing in the matter.
3. For the reasons stated in the application, which is duly supported by affidavit, the application is allowed.
4. The matter is taken-up for hearing today.
5. Application stands disposed-of.



RFA 288/2025

6. After some discussion on the issue, Mr. Hasibuddin submits, that the appellant would be willing to vacate the suit property if given time until 30.04.2026 for that purpose.
7. Learned counsel for the respondent submits, that he has instructions of accept the offer.
8. In view of the above, the present appeal is disposed-of with the following directions :
 - 8.1. The appellant shall hand-over vacant, peaceful, physical possession of the suit property *i.e.*, the Back-Side portion of the Ground Floor of property bearing Municipal No. D-183, Lajpat Nagar-I, New Delhi, to the respondent *by or before 30.04.2026*;
 - 8.2. The appellant shall continue to pay to the respondent use and occupation charges of Rs.12,000/ per month, in addition to water and electricity charges, till the date of handing-over vacant, physical possession of the suit property to the respondent, which shall however be without prejudice to the rights and contentions of the parties as regards *mesne-profits*/damages, which issue is still pending consideration before the learned trial court;
 - 8.3. The appellant shall also clear all dues towards arrears of rent, electricity and water charges, if any, against the suit property, within 04 weeks from today. For this purpose, the respondent shall furnish to the appellant a computation of the arrears of rent, along with bills for electricity and water charges, that are due against the suit property, within 07 days; and the appellant shall show the receipts/acknowledgments towards payments that may



have been made by him against such bills to the respondent, in order to settle accounts in that behalf;

- 8.4. At the time of vacating the suit property, the appellant shall ensure that all members of his family and staff have also vacated the suit property;
- 8.5. The appellant shall ensure that at the time when the suit property is vacated and physical possession is handed-over to the respondent, the property is in a habitable state, without any structural or other similar damage; and
9. Furthermore, the appellant shall file before this court an affidavit of undertaking in the following terms:
 - 9.1. *I undertake that I shall surrender vacant, peaceful, physical possession of the suit property to the respondent or his nominee **by or before 30.04.2026**, against written acknowledgment of receipt.*
 - 9.2. *During the period of my use and occupation of the suit property, I shall continue to pay to the respondent use and occupation charges at **Rs. 12,000/- per month** till the time I vacate the suit property and hand over vacant, peaceful, physical possession thereof to the respondent.*
 - 9.3. *Furthermore, during the period of my use and occupation of the suit property, 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 suit property, till the date I hand-over vacant, peaceful, physical possession thereof to the respondent or his nominee.*
 - 9.4. *I undertake to clear all dues towards arrears of rent, use and occupation charges, electricity and water charges, if any, against the suit property within 04 weeks from today.*
 - 9.5. *I further undertake that at the time of vacating the suit property, I shall ensure that all members of my family and staff will also vacate the suit property.*
 - 9.6. *I further undertake and confirm that throughout the period upto 30.04.2026, the suit property shall remain under my use and occupation; and I shall not create any third party rights, titles or interests whatsoever, in or to the suit property; and that I shall not cause any damage or harm to the suit property, failing which I shall remain liable for damages to compensate for any such damage or harm.*



- 9.7. *I undertake that at the time when the suit property is vacated and physical possession is handed-over to the respondent, the suit property shall be in a habitable state, without any structural damage.*
- 9.8. *I shall remain bound by the terms of the aforesaid undertaking.*
10. Let an affidavit of undertaking in the above terms be filed by the appellant within 02 weeks from today; with copy to the opposing counsel.
11. 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.
12. The appeal is disposed-of in the above terms.
13. The Registry is directed to bring to the notice of this court if the affidavit of undertaking is not filed by the appellant as directed-above.
14. Pending applications, if any, also stand disposed-of.
15. The date of 17.04.2026, given earlier stands cancelled.

ANUP JAIRAM BHAMBHANI, J

DECEMBER 16, 2025

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