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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. 116/2025 & CM APPL. 19418/2025, CM APPL.
19419/2025
JAGMOHAN KAPOOR & ANR.Petitioners

Through: Mr. Manish Vashisth, Sr. Advocate
with Mr. Amit Kumar Thakur and
Ms. Anushruti Tripathi, Advocates.

versus

DEEPAK GUPTARespondent

Through: Mr. Rajat Aneja, Mr. Prabhat Ranjan
and Mr. Aditya Sharma, Advocates.

+ RC.REV. 118/2025 & CM APPL. 19463/2025, CM APPL.
19464/2025
JAGMOHAN KAPOOR & ANR.Petitioners

Through: Mr. Manish Vashisth, Sr. Advocate
with Mr. Amit Kumar Thakur and
Ms. Anushruti Tripathi, Advocates.

versus

DEEPAK GUPTARespondent

Through: Mr. Rajat Aneja, Mr. Prabhat Ranjan
and Mr. Aditya Sharma, Advocates.

+ RC.REV. 121/2025 & CM APPL. 19718/2025, CM APPL.
19719/2025
JAGMOHAN KAPOOR & ANR.Petitioners

Through: Mr. Manish Vashisth, Sr. Advocate
with Mr. Amit Kumar Thakur and
Ms. Anushruti Tripathi, Advocates.

Versus

DEEPAK GUPTARespondent

Through: Mr. Rajat Aneja, Mr. Prabhat Ranjan
and Mr. Aditya Sharma, Advocates.



CORAM:
HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

03.04.2025

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RC.REV. 116/2025

RC.REV. 118/2025

RC.REV. 121/2025

By way of the present revision petitions filed under section 25-B (8) of the Delhi Rent Control Act 1958 ('DRC Act'), the petitioners (respondents in the eviction petition) have impugned order dated 21.09.2024 passed by the Administrative Civil Judge-Cum-Additional Rent Controller (Central), Delhi, whereby the petitioners were denied leave to defend the eviction petition filed by the respondent under section 14(1)(e) of DRC Act.

2. After making brief submissions in the matter, and on being queried by the court, learned counsel for the petitioners, on instructions, submit that they will not press the present petitions if they are granted time until 31.12.2025 to vacate the premises, subject to monthly payment of the agreed amount of use and occupation charges, as detailed below, till the time they vacate the premises.

S. No.	Subject Property	Petition No.	Use and Occupation Charges
1.	Shop, opposite GT Karnal Road, Ground floor of property bearing No. 24/153, Shakti Nagar, Delhi-110007	RC.REV.116/2025	Rs. 363/-
2.	Shop, opposite GT Karnal Road, Ground floor of	RC.REV.118/2025	Rs. 1392/-



	property bearing No. 24/153, Shakti Nagar, Delhi		
3.	Shop, 1 st floor of property bearing No. 24/153, Shakti Nagar, Delhi	RC.REV.121/2025	Rs. 1755/-

3. Mr. Rajat Aneja, learned counsel appearing for the respondent, on instructions, submits that the respondent is agreeable to the petitioners' proposal.
4. In view of the above, the present revision petitions are disposed-of, by consent of parties, in terms of an undertaking to be furnished by *each* of the petitioners filing an affidavit in the following terms :
 - 4.1. *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.*
 - 4.2. *During the period of my use and occupation of the subject premises, I shall pay to the respondent use and occupation charges as referred to above with effect from 01.04.2025, by or before 07th day of the every English calendar month till the time I vacate the subject premises and hand over vacant, peaceful, physical possession thereof to the respondent.*
 - 4.3. *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.*
 - 4.4. *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 as referred to above.

- 4.5. *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.*
- 4.6. *I shall remain bound by the terms of the aforesaid undertaking.*
5. Let affidavits in the above terms be filed within 02 weeks from today; with copy to the opposing counsel.
6. 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.
7. The petition is disposed-of in the above terms.
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

APRIL 3, 2025

V.Rawat