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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **RC.REV. 296/2019 & CM Appls.29715/2019, 44300/2024,**
66276/2024, 70079/2024

RADHEY LAL

.....Petitioner

Through: Mr. Imran Khan and Ms. Jahanvi
Garg, Advs. with Son of the
Petitioner in person.

versus

SATYA NARAIN GUPTA & ORS

.....Respondents

Through: Mr. Manish Aggarwal and Mr.
Chaturvedi, Advs. for R-1 and 2 with
R-1 in person.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORDER

04.02.2025

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1. The son of the Petitioner is physically present in the Court. He states that the Petitioner is more than 80 years old and is bed ridden.
2. Learned Counsel for the Petitioner, on instructions, submits that the Petitioner requests for some additional time to vacate the tenanted premises.
3. Respondent No.1, who is physically present in the Court today, submits that he is the husband of Respondent No.2 and they are co-owners of the tenanted premises.
4. Learned Counsel for the Respondents, on instructions, submits that the Respondents are agreeable to allow the Petitioner additional time up to 02.08.2025 to vacate the tenanted premises. Learned Counsel for the Petitioner submits that this offer is acceptable to the Petitioner.
- 4.1 Learned Counsel for the Respondents, on instructions, submits that in lieu of the early vacation of the tenanted premises, the Respondents agree to forego user and occupation charges or damages.



5. In view thereof, let an Undertaking by way of an Affidavit be filed by the Petitioner, within a period of two weeks undertaking that:

- (i) The Petitioner shall hand over the vacant physical possession of the premises i.e., Two Shops on ground floor of Property bearing No.89-A, Kamla Nagar, Delhi-110007 area measuring 8 ft. by 10 ft and 10'11" ft. by 10 ft. and loft above, more specifically shown in red colour in site plan attached with the Eviction Petition [hereinafter referred to as "tenanted premises"];
- (ii) The vacant, physical and peaceful possession of the tenanted premises will be handed over by the Petitioner to the Respondents on or before 02.08.2025;
- (iii) The Petitioner undertakes and confirms that the entire tenanted premises is under his occupation and control;
- (iv) The Petitioner will pay all the utility bills such as electricity and water and any other dues, for the tenanted premises till the date of handing over of the vacant, physical and peaceful possession thereof;
- (v) The Petitioner undertakes that he will not create any third-party rights or part with possession of the tenanted premises and that he shall not damage the tenanted premises in any manner whatsoever prior to its vacation;
- (vi) The Petitioner shall remain bound by the aforesaid Undertaking.

6. An advance copy of the Undertaking shall be served on the Respondents/landlords.

7. In the event that the Petitioner defaults in complying with the terms of the Undertaking filed, the interim protection granted by this Court on 05.07.2019 shall automatically stand dissolved and the Respondents will be



at liberty to take recourse to appropriate proceedings for recovery of possession and for recovery of rental/user and occupation charges, in accordance with law.

8. The Petition and the pending Applications are disposed of in the foregoing terms.

9. List the matter for compliance on 06.03.2025 in the Supplementary list.

10. The parties shall act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

FEBRUARY 4, 2025/r

Click here to check corrigendum, if any