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* **IN THE HIGH COURT OF DELHI AT NEW DELHI***Date of Decision: 25.02.2025*+ **RC.REV. 205/2020, CM APPL. 23473/2020, CM APPL. 23475/2020****M/S BIHARI LAL MANOJ KUMAR**

.....Petitioner

Through: Ms. Kumika, Adv. with Proprietor of
the Petitioner in-person

versus

DEEPAK SHARMA

.....Respondent

Through: Mr. Lakshay Malhotra, Adv. with
Respondent in-person**CORAM:****HON'BLE MS. JUSTICE TARA VITASTA GANJU****TARA VITASTA GANJU, J.: (Oral)**

1. The proprietor of the Petitioner and the Respondent are physically present before the Court today.
2. After some arguments, learned Counsel for the Petitioner, on instructions from the Petitioner, submits that the Petitioner needs additional time upto 31.05.2025 to vacate the tenanted premises.
3. Learned Counsel for the Respondent, on instructions from the Respondent, submits that the Respondent is agreeable to allow time up to 31.05.2025, subject to the Petitioner paying user and occupation charges in the sum of Rs. 5,000/- per month, till the vacation of the subject premises to the Respondent.
4. Learned Counsel for the Petitioner submits that this is acceptable to the Petitioner.



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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., one shop bearing no.1 in property no. A-46, Parwana Road, Jitar Nagar, Delhi as shown in red colour in the site plan annexed with the Eviction Petition [hereinafter referred to as “subject premises”].

(ii) The vacant, physical and peaceful possession of the subject premises will be handed over by the Petitioner to the Respondent on or before 31.05.2025;

(iii) The user and occupation charges for the period commencing from 06.06.2020 to 31.05.2025 shall be paid by the Petitioner/tenant at the rate of Rs. 5,000/- per month in three equal instalments payable on 10.03.2025, 15.04.2025 and 25.05.2025;

(iv) The Petitioner undertakes and confirms that the entire subject premises is under his occupation and control;

(v) The Petitioner will pay all the utility bills such as electricity and water and any other dues, for the subject premises till the date of handing over of the vacant, physical and peaceful possession thereof;

(vi) The Petitioner undertakes that it will not create any third-party rights or part with possession of the subject premises and that it shall not damage the subject premises in any manner whatsoever prior to its vacation;

(vii) The Petitioner shall remain bound by the Undertaking.

6. An advance copy of the Undertaking shall be served on the Respondent.

7. All payments shall be made into the bank account of the Respondent. The details of the bank account shall be provided by the learned Counsel for



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the Respondent to the learned Counsel for the Petitioner on his email address within two days.

8. Subject to the Petitioner filing the aforesaid Undertaking before this Court within a week from today, execution of order dated 06.12.2019 passed in RC ARC 705/16 captioned **Deepak Sharma vs. M/s Bihar Lal Manoj Kumar** [hereinafter referred to as the “Eviction Order”] shall remain stayed till 31.05.2025.

9. In the event that the Petitioner defaults in complying with the terms of the Undertaking filed, the interim protection granted hereinabove shall automatically stand dissolved and Respondents will be at liberty to take recourse to appropriate proceedings for recovery of possession, recovery of arrears and for recovery of the full user charges/damages from the Petitioner at market rate for the period from the date of the Eviction Order, in accordance with law.

10. The Petition is disposed of in the foregoing terms. The pending Applications also stand closed.

11. List the matter for compliance on 24.03.2025 in the Supplementary List.

12. The parties will act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

FEBRUARY 25, 2025/jn

[Click here to check corrigendum, if any](#)