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* **IN THE HIGH COURT OF DELHI AT NEW DELHI*****Date of Decision: 21.02.2025***+ **RC.REV. 128/2024 & CM Appl.26886/2024**

M/S INDIA ENTERPRISES

.....Petitioner

Through: Mr. Jitender Vashisht, Adv. with Mr.
Ram Baksh Sharma, Proprietor

versus

MOHAN LAL & ORS.

.....Respondents

Through: Mr. Vijay Kant Singh, Adv.

CORAM:**HON'BLE MS. JUSTICE TARA VITASTA GANJU****ORDER****21.02.2025**

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1. Mr. Ram Baksh Sharma, proprietor of the Petitioner virtually appears before the Court today.
2. Learned Counsel for the parties submit that the parties have amicably reached a resolution with respect to their *inter se* disputes.
3. Learned Counsel for the Petitioner, on instructions, submits that the Petitioner needs additional time to vacate the tenanted premises up to 31.03.2025.
4. Learned Counsel for the Respondents, on instructions from the Respondents, submits that the Respondents are agreeable to allow time up to 31.03.2025.
5. In lieu of the early vacation of the tenanted premises, the learned Counsel for the Respondents, on instructions from the Respondents, submits that the Respondents agree to forego all claims for user charges and damages.



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

- (i) The Petitioner shall hand over the vacant physical possession of the property bearing i.e., shop no. 1, ground floor, in the property having old no. 91 & New No. 173, Ward No. 9, Gali Batashan, Chawri Bazar, Delhi-110006 [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 Respondents on or before 31.03.2025;
- (iii) The Petitioner undertakes and confirms that the entire subject premises is under its occupation and control;
- (iv) 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;
- (v) 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;
- (vi) The Petitioner shall remain bound by the aforesaid Undertaking.

7. An advance copy of the Undertaking shall be served on the Respondents.

8. Subject to the Petitioner filing the aforesaid Undertaking before this Court within a week from today, execution of order dated 17.10.2023 passed in RC ARC No. 153/2019 captioned ***Sh. Mohan Lal and Ors. vs. M/s India Enterprises*** [hereinafter referred to as the “Eviction Order”] shall remain stayed till 31.03.2025.

9. In the event that the Petitioner defaults in complying with the terms of



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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 accordingly disposed of. The pending Application also stands closed.

11. List the matter for compliance on 18.03.2025 in the Supplementary List.

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

TARA VITASTA GANJU, J

FEBRUARY 21, 2025/r/jn

Click here to check corrigendum, if any