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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. 156/2025 & CM APPL. 30054/2025, CM APPL.
30055/2025, CM APPL. 30056/2025

M.S. GOPALSONS

.....Petitioner

Through: Mr. Gurpreet Sethi and Mr.Avinash
Kumar, Advocates.

versus

SH GURMUKH SINGH SACHDEV

.....Respondent

Through: Mr. K.N. Singh, Advocate.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

16.05.2025

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After making detailed submissions, Mr. Gurpreet Sethi, learned counsel appearing for the petitioner, on instructions of Mr. Akshay Arora, who is a partner of the petitioner firm, submits that they are willing to *not* press the present revision *if* they are granted some reasonable time to vacate the subject premises *i.e.* shop bearing No.17, First Floor, property bearing No. 2492-2496, Gali No.8, Beadonpura, Karol Bagh, New Delhi.

2. Mr. K.N. Singh, learned counsel appearing for the respondent is agreeable to the aforementioned proposal of the petitioner, subject to the petitioner vacating the subject premises by end of May 2025, in which case the respondent will not press for payment of use and occupation charges.
3. In view of the above, after brief submissions made by learned counsel for both parties, by consent of the petitioner as well as the respondent,



the present revision petition is disposed-of with the following directions :

- 3.1. The petitioner shall vacate the subject premises *i.e.*, shop bearing No.17, First Floor, property bearing No. 2492-2496, Gali No.8, Beadonpura, Karol Bagh, New Delhi *on or before 31.05.2025*; and
- 3.2. In the meantime, the petitioner shall be entitled to continue to use and occupy the subject premises for the purpose for which it has been used so far.
4. Furthermore, the petitioner shall file before this court an affidavit of undertaking in the following terms within 02 weeks from today, with copy to the opposing counsel:
 - i. *I undertake on behalf of the petitioner firm that I shall surrender vacant, peaceful, physical possession of the subject premises to the respondent or his nominee on or before 31.05.2025, against written acknowledgment of receipt.*
 - ii. *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.*
 - iii. *I also undertake that in the event of any default in payment of any utility bills as aforesaid, I shall render myself liable to pay use and occupation charges equivalent to the prevailing market rent for the relevant period.*
 - iv. *I further undertake and confirm that throughout the period upto 31.05.2025, 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.*
 - v. *I shall remain bound by the terms of the aforesaid undertaking.*



5. 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.
6. The petition is disposed-of in the above terms.
7. 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

MAY 16, 2025

V.Rawat