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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ RC.REV. 218/2025, CM APPL. 44667/2025 (stay)

MALATI DEVI & ANR.

.....Petitioners

Through:

versus

RAJ KUMAR GARG

.....Respondent

Through: Mr. Jatin Kumar, Advocate alongwith
respondent (in-person).

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

% **30.07.2025**

CM APPL. 44668/2025 (exemption)

Exemption granted, subject to just exceptions.

Let requisite compliances be made within 01 week.

The application stands disposed of.

CM APPL. 44670/2025

By way of the present application filed under Order XLI Rule 27 read with section 151 CPC, the petitioners seek permission to produce additional documents.

2. In view of the fact that the documents sought to be placed on record now, were not placed before the learned Rent Controller; and considering the limited remit of proceedings under section 25(b)(8) of Delhi Rent Control Act 1958, this court is not inclined to entertain the additional documents sought to be placed on record.



3. In view of the above, the application is dismissed.

CM APPL. 44669/2025 (condonation of delay in re-filing)

4. By way of the present application filed under section 151 of the Code of Civil Procedure 1908 ('CPC'), the petitioners seek condonation of about 63 days' delay in *re-filing* the regular first appeal.

5. For the reasons stated in the application, which is duly supported by affidavit, the delay is condoned.

6. The application is allowed.

RC.REV. 218/2025

7. After making some submissions, learned counsel appearing for the petitioners, on instructions of petitioner No.2 who is the son of petitioner No.1 and is in a position to make the statement, submits that the petitioners are willing to vacate the subject premises, *i.e.*, Shop No.1, ER-8 Inderpuri, New Delhi if they are granted a reasonable period of time; and in the meantime they would pay the agreed use and occupation charges.

8. Mr. Jatin Kumar, learned counsel has entered appearance on behalf of the respondent; and submits that the respondent is agreeable to the aforementioned proposal of the petitioner, subject to the petitioner making a monthly payment of Rs. 2,000/- as use and occupation charges.

9. 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:

9.1. The petitioner shall vacate the subject premises *i.e.*, Shop No.1,



ER-8 Inderpuri, New Delhi *on or before 31.12.2025*;

- 9.2. 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, *subject however* to the petitioner paying to the respondent use and occupation charges of *Rs.2,000/- per month with effect from 01.08.2025*, to be paid to the respondent by or before the 07th day of every English calendar month, till the time of vacation of the subject premises; and
- 9.3. To facilitate electronic remittance of use and occupation charges as referred-to above, the respondent shall furnish to the petitioner requisite bank details within 07 days.
10. Furthermore, the petitioners 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 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.*
 - ii. *During the period of my use and occupation of the subject premises, I shall pay to the respondent use and occupation charges at Rs. 2,000/- per month with effect from 01.08.2025, by or before the 07th day of every English calendar month till the time I vacate the subject premises and hand over vacant, peaceful, physical possession thereof to the respondent.*
 - iii. *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.*
 - iv. *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 of Rs.2,000/- per month as referred to above.

- v. *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.*
 - vi. *I shall remain bound by the terms of the aforesaid undertaking.*
11. 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.
12. The petition is disposed-of in the above terms.
13. 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

JULY 30, 2025

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