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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **RSA 120/2025, CM APPL.56557/2025**  
**CHHOTY LAL PANDEY SINCE DECEASED LRS & ORS.**

.....Appellant

Through: Mr. Rajiv Nanda, Advocate.  
versus

**SH NARESH GARG**

.....Respondent

Through: Mr. Shiv Charan Garg, Mr. Imran  
Khan and Ms. Jhanvi Garg,  
Advocates.

**CORAM:**  
**HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI**

**ORDER**

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**22.09.2025**

**CM APPL. 49291/2025 (exemption)**

Exemption granted, subject to just exceptions.

Let requisite compliances be made within 01 week.

The application stands disposed-of.

**CM APPL. 56556/2025**

By way of the present application filed under section 151 of the Code of Civil Procedure 1908, the petitioner seeks advancement of the date of hearing in the matter, which is otherwise posted on 24.09.2025.

2. For the reasons stated in the application, and in view of the submissions made, the application is allowed.
3. The matter is taken-up for hearing today.
4. The application is accordingly disposed-of.



**RSA 120/2025**

**CM APPL. 49290/2025 (stay)**

5. By way of the present regular second appeal filed under section 100 of the Code of Civil Procedure 1908, the appellant impugns judgement dated 26.07.2025 passed by the learned District Judge-13, Central District, Tis Hazari Courts, Delhi in RCA DJ No. 26/2025.
6. After making some submissions, and in view of what has transpired in court, Mr. Rajiv Nanda, learned counsel appearing for appellant No.1 (who also holds a Special Power of Attorney for appellants Nos. 2 to 4), undertakes that the appellants would vacate the suit property bearing No. 307/1/72-B, Shahzada Bagh Extension, Daya Basti, Old Rohtak Road, Delhi *by or before 15.10.2025*; and hand-over vacant, peaceful, physical possession of the suit property to the respondent/Naresh Garg (through Mr. Naveen Gupta, who is the attorney of Mr. Naresh Garg).
7. Mr. Shiv Charan Garg, learned counsel appearing for the respondent, on instruction of the respondent, is agreeable to the suggestion.
8. Mr. Garg only submits, that in these circumstances, they be permitted to hand-over the sum of Rs. 4 lacs in terms of Settlement Agreement dated 05.05.2025 arrived at through mediation before the Delhi Mediation Centre, Tis Hazari Courts, Delhi *simultaneously* when the possession of the suit property is handed-back to them by the appellants.
9. Mr. Nanda states that the above suggestion made by Mr. Garg is acceptable to them; and that Settlement Agreement dated 05.05.2025 be modified to the above extent.



10. In view of the above, the present regular second appeal is disposed-of in the following terms:
  - 10.1. The appellants shall vacate the suit property and surrender vacant, peaceful, physical possession thereof to the respondent (through his attorney as referred to above), *by or before 15.10.2025*.
  - 10.2. Simultaneously at the time of surrender of possession, the respondent shall pay to appellant No. 1 the sum of Rs. 4 lacs by way of a demand draft/pay-order, drawn in the name of Mr. Sunil Kumar Pandey (appellant No. 1), who will receive the money for himself and on behalf of the other appellants.
  - 10.3. Appellant No.1 shall file an affidavit of undertaking to the above effect in this court, within 01 week.
11. Subject to the above, no coercive steps shall be taken to oust the appellants from the suit property *until 16.10.2025*.
12. Settlement Agreement dated 05.05.2025 stands modified *limited* to the above extent.
13. The Registry is directed to bring to the notice of this court if the appellants fail to file an affidavit of undertaking, as referred to above.
14. The present appeal is disposed-of in the above terms.
15. Pending applications, if any, also stand disposed-of.
16. The date of 24.09.2025 given earlier stands cancelled.

**ANUP JAIRAM BHAMBHANI, J**

**SEPTEMBER 22, 2025/V.Rawat**