



2025:DHC:1541



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI*****Date of Decision: 06.03.2025***+ **RC.REV. 248/2024 & CM APPL. 1113/2025****KHURSHEED ALAM**

.....Petitioner

Through: Mr. Maroof Ahmad, Adv with
Petitioner in person.

versus

SMT. MITHLESH

.....Respondent

Through: Mr. Sunil Dixit, Ms. Gauri Dixit,
Adv. with Respondent in person.**CORAM:****HON'BLE MS. JUSTICE TARA VITASTA GANJU****TARA VITASTA GANJU, J.: (Oral)**

1. After some arguments, learned Counsel for the Petitioner, on instructions from the Petitioner, submits that the Petitioner needs additional time upto 31.01.2026 to vacate the tenanted premises.
2. Learned Counsel for the Respondent, on instructions from the Respondent, submits that the Respondent is agreeable to allow time up to 31.01.2026, subject to the Petitioner paying user and occupation charges in the sum of Rs. 15,000/- per month, till the vacation of the subject premises to the Respondent.
3. Learned Counsel for the Petitioner, on instructions, submits that this is acceptable to the Petitioner.
4. In view thereof, let an Undertaking by way of an Affidavit be filed by the Petitioner, within a period of one week undertaking that:
 - (i) The Petitioner shall hand over the vacant physical possession of the premises i.e., one shop on the ground floor in property bearing no. 1707, Gali No. 123, Shanti Nagar, Tri Nagar, Delhi as shown in red colour in the site plan annexed with the Eviction Petition [hereinafter referred to as



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“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 31.01.2026;
- (iii) The user charges from 29.11.2024 onwards shall be paid by the Petitioner in the sum of Rs. 15,000/- per month till the date of handing over of the vacant, physical and peaceful possession;
- (iv) The user charges for the period commencing from 29.11.2024 to 28.02.2025 shall be paid by the Petitioner at the rate of Rs. 15,000/- per month on or before 30.04.2025;
- (v) The payment of user and occupation charges from 01.03.2025 onwards shall be paid by the Petitioner at the rate of Rs. 15,000/- per month on or before 7th day of each calendar month;
- (vi) The payment for the month of March, 2025 shall be paid by the Petitioner on or before 15.03.2025;
- (vii) The Petitioner undertakes and confirms that the entire subject premises is under his occupation and control;
- (viii) 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;
- (ix) The Petitioner undertakes that he will not create any third-party rights or part with possession of the subject premises and that he shall not damage the subject premises in any manner whatsoever prior to its vacation;
- (x) The Petitioner shall remain bound by the Undertaking.

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



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6. 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 the Respondent to the learned Counsel for the Petitioner on his email address within two days.
7. Subject to the Petitioner filing the aforesaid Undertaking before this Court within a week from today, execution of order dated 29.05.2024 passed in RC ARC 5456/16 captioned ***Smt. Mithlesh vs. Sh. Kurshid Alam*** [hereinafter referred to as the “Eviction Order”] shall remain stayed till 31.01.2026.
8. 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 Respondent 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.
9. The Petition is disposed of in the foregoing terms. The pending Application also stands closed.
10. The Respondent is at liberty to take appropriate steps in accordance with law to recover any arrears of rental, etc.
11. List the matter for compliance on 01.04.2025 in the Supplementary List.
12. The parties will act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

MARCH 6, 2025/ ha

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