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

+ **RFA 868/2025**

PRITI SARAF

.....Appellant

Through: Mr. Mudit Jain, Adv.(through
VC) with Ms. Mahima
Malhotra & Mr. Aayush
Goswami, Advs.

versus

AJAY SHARMA & ORS.

.....Respondents

Through: Mr. Aman Panwar, Mr. Harsh
Gattani & Mr. Abhinav Kumar,
Advs./R1
Ms. Geeta Luthra, Sr. Adv. with
Ms. Kamakshi Gupta & Mr.
Rishabh Dahiya, Advs./R3

CORAM:

HON'BLE MS. JUSTICE RENU BHATNAGAR

ORDER

% **19.12.2025**

CM APPL. 79138/2025

1. This is an application under Section 151 of the Code of Civil Procedure, 1908 filed on behalf of the appellant seeking extension of time for compliance of the Order dated 15.09.2025 passed by this Court in RFA 868/2025 whereby, the appellant was required to vacate the suit premises bearing no.27A, Green Avenue Lane, Vasant Kunj, New Delhi-110070, on or before 31.01.2026.
2. The said order was passed on the basis of an undertaking given by the appellant that she will vacate the said premises on or before 31.01.2026. The relevant portion of the said order is as under:

“37. At this stage, during the course of arguments, the learned counsel for the appellant, on instructions from the appellant,



who is also present in the Court submits that the appellant is ready and willing to abide by the impugned Judgment dated 26.04.2025 and is willing to vacate the Suit premises bearing no. 27A, Green Avenue Lane, Vasant Kunj, New Delhi, 110070, provided she is given a reasonable time of four months to vacate the suit premises on or before 31.01.2026, in order to search a reasonable suitable accommodation, without prejudice to her rights and contentions in the proceedings under the DV Act or in any other proceedings between her and Respondent No. 3.

39. On instructions from respondent no. 1/landlord, who is present in Court, learned senior counsel for respondent no.1 submits that respondent no.1 is agreeable to grant time to the appellant till 31.01.2026 to vacate the suit premises, subject to the appellant filing an undertaking to vacate the same within the aforesaid period. It is stated that in such an event, the Respondent No. 1 undertakes not to press for the immediate execution of the Impugned Judgment and Decree, subject to the appellant paying the rent for the aforesaid period.

3. It is stated that on 09.10.2025, the appellant met with an accident in her hotel, resulting in a fracture in her left leg. It is further stated that the injury has significantly impaired the appellant's mobility and she continues to experience deformity pain and swelling, and remains under medical restrictions as per the treating doctors at Fortis Hospital, Vasant Kunj.

4. It is submitted that the appellant is scheduled for a follow-up consultation with the Orthopaedic Surgeon in the second week of January, 2026 to re-assess the bone healing and to determine whether she may resume normal activity. It is stated that due to this medical



problem, she cannot locate the rented accommodation for her shifting and is unable to vacate the premises.

5. In these circumstances, the present application has been moved seeking extension of time for compliance of the order dated 15.09.2025, by a further period of three months.

6. The present application is vehemently opposed by the learned counsel appearing for Respondent No.1, on the ground that despite an order of eviction having been passed in favour of Respondent No.1, he has not been able to get the property vacated.

7. It is submitted that the appellant has no independent right to remain in occupation of the premises, as her right, if any, flows only through Respondent No. 3 (her husband), who himself had no independent right in the premises and was residing therein solely by virtue of his position as director of Respondent No. 2/Asian Hotel (East) Limited, the lessee.

8. It is submitted that since the eviction decree dated 26.04.2025 was passed to vacate the premises against Respondent No. 2, the property is liable to be vacated.

9. It is stated that based upon the undertaking furnished in Court as recorded in Order dated 15.09.2025, Respondent No.1 has already agreed to lease out the suit property to another tenant from February, 2026 onwards.

10. Learned counsel appearing for respondent No.3/Husband accepting the submission of learned counsel for respondent No.1 that the appellant has no right to occupy the leased property, submits that a Coordinate Bench of this Court, *vide* Order dated 14.11.2025 passed



in ***CRL. M.A. 8309/2025 in CRL. REV. P. 1246/2024*** titled ***Umesh S v. Priti S***, has directed that arrangements for alternate accommodation be made by him for the appellant within the month of December, 2025 only and that the appellant can very well shift to that accommodation before 31.01.2026. The relevant portion of the said order is reproduced hereinbelow:

“16. In these circumstances, and particularly in view of the respondent-wife’s own undertaking before the Coordinate Bench of this Court in RFA 868/2025 to vacate the farmhouse by 31.01.2026, this Court is of the considered opinion that the question of alternate residence must also be adjudicated expeditiously by the learned Magistrate, before whom the application in this regard was originally filed, and a direction to decide the same was issued by the Coordinate Bench in CM(M) 1486/2023.

17. Accordingly, the learned Magistrate is directed to decide the issue of alternate accommodation within a period of one month from the date of receipt of this order, and in any event, in the month of December, 2025 itself, so that an appropriate arrangement is in place prior to the respondent vacating the farmhouse in question.”

11. It is stated by the learned counsel for the appellant that the matter is fixed before the concerned Magistrate on 05.01.2026.

12. Learned counsel appearing for Respondent No. 1 states that under the garb of seeking an extension of time from this Court, the appellant is trying to secure an extension of the said Order itself, thereby delaying the process of arranging the alternate accommodation.



13. He also submits that in pursuance to the Order dated 15.09.2025, the appellant also filed an affidavit-cum-undertaking before this Court on 23.09.2025, wherein she undertook to handover the peaceful possession of the property on or before 31.01.2026. A copy of the said affidavit-cum-undertaking has been handed over in Court.

14. It is further stated that, in the said affidavit, the appellant specifically mentioned that her son and members of the Saraf family are supporting her in depositing the monthly rent of Rs. 7,50,000/- to Respondent No. 1 for the occupation of the premises. It is contended that however, when it comes to vacating the property, the appellant takes the plea that she is unable to vacate the premises on or before 31.01.2026 on account of her injury which is only an excuse to seek extension of time. It is further submitted that the appellant can always take assistance of her children for vacating the premises and therefore, no ground exists to allow the present application.

15. Learned counsel for the appellant submits that he vehemently opposes the submissions advanced on behalf of Respondent No. 1, in so far as they suggest that the appellant can and ought to take assistance from her son or Saraf family members for vacating the suit premises.

16. Heard both sides. Having regard to the fact that the issue of alternate accommodation to be provided by Respondent No. 3/Husband to the appellant/Wife is to be decided by the learned Magistrate in terms of the aforesaid order dated 14.11.2025 of the Coordinate Bench of this court, and keeping in view the medical



condition pleaded by the appellant, the appellant is directed to file an affidavit along with latest medical report *qua* the resumption of normal activity based on the assessment of healing of her bone injury, on or before the next date.

17. Re-notify on 8th January, 2026.

RENU BHATNAGAR, J

DECEMBER 19, 2025*/pr/ka*