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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% **Date of Decision: 22nd May, 2025**
+ **CM(M) 3774/2024 & CM APPL. 64986/2024 & CM APPL. 64988/2024**

S KULWANT SINGH

.....Petitioner

Through: Mr. Varun Goswami with Mr. Rajesh Singh and Mr. Hritik Chaudhary, Advocates.

versus

RAJNI SANGWAN

.....Respondent

Through: Mr. Vinit Trehan with Ms. Bhumi Agarwal, Advocates.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. When this matter was taken up by this Court on 30.04.2025, the matter was amicably settled as per the following terms:-

- “a) The tenant would hand over physical and vacant possession of the suit property to the landlord/respondent herein on or before 31.03.2027.*
b) Tenant would not create any kind of third party interest in the suit property and would keep on making the payment of “use and occupation charges” @ Rs. 2,000/- per month, till the date he vacates the abovesaid property.
c) In case, there is default of payment with respect to “use and occupation charges” for a period of three months or more, the landlord would be at liberty to carry out execution immediately, without there being any further order in this regard from the Court.
d) The aforesaid time has been given, primarily, for the reason that petitioner/tenant is, reportedly, suffering from paralysis.”

2. In terms thereof, *affidavit-cum-undertaking* of the petitioner has been e-filed.

3. The original *affidavit-cum-undertaking* given by the petitioner Sh. S. Kulwant Singh has also been brought during the course of arguments and



such original affidavit is directed to be taken on record.

4. Let it be retained with the present case file.
5. Learned counsel for the parties submit that the present petition may, accordingly, be disposed of in aforesaid terms.
6. In view of the settlement terms and in view of the undertaking given by the petitioner, which is, hereby, accepted, the present petition is disposed of with direction to the petitioner to handover physical and vacant possession of the suit property to the landlord/respondent on or before 31.03.2027. Needless to say, the petitioner would also remain bound by the other terms and conditions of the settlement, as already extracted above.
7. It is reiterated that if there is any default of payment with respect to use and occupation charges for a period of three months or more, the landlord/respondent would be at liberty to carryout execution immediately, without there being any further orders in this regard from this Court.
8. It is apprised that the Execution Petition has already been adjourned *sine die* and, therefore, it be revived in terms of the present order, if situation so arises.
9. Ms. Mahipal Kaur Arora, sister of the petitioner and Sh. Bhupinder Singh Arora, brother of the petitioner are also present in person and they also assure that the undertaking given by the petitioner would be duly complied with.
10. The petition stands disposed of in aforesaid terms.
11. Pending applications also stand disposed of.

(MANOJ JAIN)
JUDGE

MAY 22, 2025/st/js