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

+ **RC.REV. 16/2025, CM APPL. 2458/2025**

INDIAN BOOK DEPOT THROUGH ITS PARTNER

.....Petitioner

Through: Mr. Kunal Kalra, Ms. Shagufta Yasmin, Mr. Sagar Dhama, Mr. Teresa Kaushal and Mr. Ashish Taneja, Advocates.

versus

MANOHAR LAL

.....Respondent

Through: Mr. Shekhar Dasi, Mr. S.K. Gupta, Mr. Md. Talha, Mr. Ayush Dassi and Mr. Deepesh Kasana, Advocates.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

15.04.2025

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At the outset, Mr. Kunal Kalra, learned counsel appearing for the petitioner on instructions of its partner who is present in court, submits that the petitioner is willing to *not* press the present revision petition *if* they are granted some reasonable time to vacate the subject premises *i.e.*, Ground Floor of the property bearing No. 2937, Bahadurgarh Road, Sadar Bazar, Delhi.

2. Mr. Shekar Dasi, learned counsel has entered appearance on behalf of the respondent; and submits that the respondent is agreeable to the aforementioned proposal, subject to the petitioner making a monthly payment of Rs. 75,000/- as use and occupation charges.
3. In view of the above, after hearing brief submissions 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 :

- 3.1. The petitioner shall vacate the subject premises *i.e.*, Ground Floor of the property bearing No. 2937, Bahadurgarh Road, Sadar Bazar, Delhi *on or before 31.10.2025*;
 - 3.2. 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.75,000/- per month with effect from 01.05.2025, 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
 - 3.3. To facilitate electronic remittance of the use and occupation charges as referred-to above, the respondent shall furnish to the petitioner requisite bank details within 07 days.
4. Furthermore, the petitioner, through its managing partner/partner, shall file before this court an affidavit of undertaking in the following terms :
- i. *I undertake that the petitioner shall surrender vacant, peaceful, physical possession of the subject premises to the respondent or his nominee on or before 31.10.2025, against written acknowledgment of receipt.*
 - ii. *During the period of use and occupation of the subject premises, the petitioner shall pay to the respondent use and occupation charges at Rs. 75,000/- per month with effect from 01.05.2025, by or before the 07th day of every English calendar month till the time the petitioner vacates the subject premises and hands over vacant, peaceful, physical possession thereof to the respondent.*
 - iii. *Furthermore, during the period of use and occupation of the subject premises, the petitioner 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 the petitioner hands-over vacant, peaceful, physical possession thereof to the respondent or his nominee.

- iv. I also undertakes that in the event of any default in payment of use and occupation charges and/or any utility bills as aforesaid, the petitioner shall render itself 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.75,000/- per month as referred to above.*
- v. I further undertakes and confirms that throughout the period upto 31.10.2025, the subject premises shall remain under the use and occupation of the petitioner; and the petitioner shall not create any third party rights, titles or interests whatsoever, in or to the subject premises; and that the petitioner shall not cause any damage or harm to the subject premises, failing which the petitioner shall remain liable for damages to compensate for any such damage or harm.*
- vi. The petitioner shall remain bound by the terms of the aforesaid undertaking.*
5. Let an affidavit in the above terms be filed within 02 weeks from today; with copy to the opposing counsel.
6. 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.
7. It shall be available to petitioner to vacate the subject premises earlier than 31.10.2025 and pay proportionate use and occupation charges.
8. The petition is disposed-of in the above terms.
9. 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

APRIL 15, 2025/ss