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

+ **RC.REV. 45/2025 & CM APPL. 29989/2025**

SH KAMAL CHIB

.....Petitioner

Through: Ms. Sonali Malhotra and Ms. Prachi
Dutta, Advocates.

versus

MADAN LAL DAWAR

.....Respondent

Through: Mr. Rajiv Bajaj, Advocate *via* video-
conferencing.
Respondent in-person.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

16.05.2025

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After making some submissions, Ms. Sonali Malhotra, learned counsel appearing for the petitioner submits, on instructions, that the petitioner is willing to *not* press the present revision petition *if* he is granted some reasonable time to vacate the subject premises *i.e.*, Shop No.3, situated on the Ground Floor in property bearing No.6771/10, Dev Nagar, Karol Bagh, New Delhi.

2. Mr. Rajiv Bajaj, learned counsel for the respondent submits that the respondent is agreeable to the aforementioned proposal of the petitioner, subject to the petitioner making a monthly payment of Rs. 20,000/- as use and occupation charges.
3. In view of the above, after brief submissions made 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.*, Shop No.3, situated on the Ground Floor in property bearing No.6771/10, Dev Nagar, Karol Bagh, New Delhi *on or before 31.01.2026*;
- 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. 20,000/- per month with effect from 01.05.2025*, to be paid to the respondent till the time of vacation of the subject premises; and
- 3.3. The use and occupation charges for the month of May, 2025 shall be paid by or before the end of May, 2025; and for the remaining months, the petitioner shall pay the same to the respondent by the 07th day of every English calendar month.
- 3.4. To facilitate electronic remittance of 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 shall file before this court an affidavit of undertaking in the following terms within 02 weeks from today, with copy to the opposing counsel:
 - i. *I undertake that I shall surrender vacant, peaceful, physical possession of the subject premises to the respondent or his nominee **on or before 31.01.2026**, against written acknowledgment of receipt.*
 - ii. *During the period of my use and occupation of the subject premises, I shall pay to the respondent use and occupation charges at **Rs. 20,000/- per month with effect from 01.05.2025**, till the time I vacate the subject premises and hand over vacant, peaceful, physical possession thereof to the respondent.*
 - iii. *I shall make the payment for the month of May, 2025 before the end of May, 2025; and for the remaining months, by or before the 07th day of every English calendar month.*



- iv. *Furthermore, during the period of my use and occupation of the subject premises, I 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 I hand-over vacant, peaceful, physical possession thereof to the respondent or his nominee.*
- v. *I also undertake that in the event of any default in payment of use and occupation charges and/or any utility bills as aforesaid, I shall render myself 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.20,000/- per month as referred to above.*
- vi. *I further undertake and confirm that throughout the period upto 31.01.2026, the subject premises shall remain under my use and occupation; and I shall not create any third party rights, titles or interests whatsoever, in or to the subject premises; and that I shall not cause any damage or harm to the subject premises, failing which I shall remain liable for damages to compensate for any such damage or harm.*
- vii. *I shall remain bound by the terms of the aforesaid undertaking.*
5. 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.
6. The petition is disposed-of in the above terms.
7. Pending applications, if any, also stand disposed-of
8. 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.
9. The date of 21.05.2025 given earlier, stands cancelled.

ANUP JAIRAM BHAMBHANI, J

MAY 16, 2025/ak