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

+ RC.REV. 70/2025

PARMOD & ANR.

.....Petitioners

Through: Counsel (appearance not given)

versus

HARNARAIN DASS CHARITABLE TRUSTRespondent

Through: Mr. Sanjay Sahay and Mr. Shagun
Saproo, Advocates.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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03.07.2025

CM APPL. 38156/2025 (exemption)

Exemption allowed, subject to just exceptions.

Let requisite compliances be made within 01 week.

The application stands disposed-of.

CM. APPL.11856/2025 (condonation of delay in re-filing)

By way of the present application filed under section 151 of the Code of Civil Procedure 1908 ('CPC'), the appellant seeks condonation of about 64 days delay in *re-filing* the regular first appeal.

2. For the reasons stated in the application, which is duly supported by affidavit, the delay is condoned.
3. The application is allowed.
4. The application is disposed of.

CM APPL. 38155/2025

5. By way of the present application the petitioner seeks disposal of the present revision petition in line with the terms contained in order



dated 23.06.2025 passed by the Supreme Court in SLP (C) No. 16854/2025.

6. Learned counsel appearing for the petitioner submits that the aforementioned order relates to a contiguous premises, which was occupied by a different tenant with the landlord being the same. It is submitted that in the course of proceedings before the Supreme Court on 23.06.2025, the respondent-landlord has consented to disposal of the matter on the basis that that tenant would get 01 year and 06 months' time commencing 01.07.2025 whereafter that tenant would hand-over possession of the premises to the respondent; and in the meantime, he would pay to the landlord Rs.15,000/- per month, till the date that possession is handed-back to the landlord.
7. Counsel submits that the present matter be also disposed-of in the same terms.
8. Issue notice.
9. Mr. Shiv Charan, learned counsel appears on behalf of respondent on advance copy; accepts notice; and submits that the respondent is willing to have the present matter disposed-of in the same terms as contained in order dated 23.06.2025 referred to above.
10. In the circumstances, by consent of parties, the present revision petition is disposed-of with the following directions:
 - 10.1. The petitioner shall vacate the subject premises *i.e.*, Shop No. 4, in property No. 17, 19 and 19A, Main Bazar, Narela, Delhi immediately upon expiry of 01 year and 06 months commencing 01.07.2025;



- 10.2. 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.15,000/- per month with effect from 01.07.2025*, 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
- 10.3. 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.
11. 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 upon expiry of **01 year and 06 months of 01.07.2025**, 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. 15,000/- per month with effect from 01.07.2025**, by or before the 07th day of every English calendar month till the time I vacate the subject premises and hand over vacant, peaceful, physical possession thereof to the respondent.*
 - iii. *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.*
 - iv. *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.15,000/- per month as referred to above.*



- v. *I further undertake and confirm that throughout the period of 1-1/2 years commencing 01.07.2025, 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.*
- vi. *I shall remain bound by the terms of the aforesaid undertaking.*
12. 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.
13. Furthermore, the parties agree that the petitioners would clear arrears of rent for the past period within 03 months, in line with what has been observed by the Supreme Court in order dated 23.06.2025.
14. 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.

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15. The petition is disposed-of in the above terms.
16. Pending applications, if any, also stand disposed-of.
17. The date of 15th July 2025, given earlier, stands cancelled.

ANUP JAIRAM BHAMBHANI, J

JULY 3, 2025

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