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

+ **RC.REV. 260/2017 & CM Appl.19533/2017**

M. SULTANPetitioner

Through: Mr. Ankit Gupta, Adv. with Son of
the Petition in-person

versus

JAGMOHAN JAINRespondent

Through: Mr. Parmod Kumar Singhal and Mr.
Rahul Singhal, Advs. with Son of the
Respondent in-person

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORDER

21.02.2025

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1. The son of the Petitioner is physically present before the Court today. He submits that he has instructions from his father who is the Petitioner and proprietor of the Petitioner concern to appear today.

1.1 The son of the Respondent is also physically present before the Court today.

2. Learned Counsel for the parties submit that the parties have reached an amicable settlement in the matter and the Petitioner is ready to vacate the subject premises on or before 30.11.2025.

3. Learned Counsel for the Respondent, on instructions from the Respondent, submits that the Respondent is agreeable to allow time up to 30.11.2025, subject to the Petitioner continuing to pay user and occupation charges in the sum of Rs. 10,000/- per month till the vacation of the subject premises to the Respondent which were affixed by the Court in terms of order dated 01.08.2017.



4. In view thereof, let an Undertaking by way of an Affidavit be filed by the Respondent, within a period of one week undertaking that:

(i) The Petitioner shall hand over the vacant physical possession of the premises i.e., one private shop/godown situated in property bearing no. 2891, Kucha Neelkanth Darya Ganj, Delhi-110002 [hereinafter referred to as “subject premises”].

(ii) The vacant, physical and peaceful possession of the subject premises will be handed over by the Petitioner to the Respondent on or before 30.11.2025;

(iii) The user and occupation charges from 01.03.2025 onwards shall be paid by the Petitioner in the sum of Rs. 10,000/- per month on or before 7th day of each calendar month till the date of handing over of the vacant, physical and peaceful possession;

(iv) The Petitioner undertakes and confirms that the entire subject premises is under its occupation and control;

(v) The Petitioner will pay all the utility bills such as electricity and water and any other dues, for the subject premises till the date of handing over of the vacant, physical and peaceful possession thereof;

(vi) The Petitioner undertakes that it will not create any third-party rights or part with possession of the subject premises and that it shall not damage the subject premises in any manner whatsoever prior to its vacation;

(vii) The Petitioner shall remain bound by the Undertaking.

5. An advance copy of the Undertaking shall be served on the Respondent.

6. All payments shall be made into the bank account of the Respondent. The details of the bank account shall be provided by the learned Counsel for



the Respondent to the learned Counsel for the Petitioner on his email address within two days.

7. The Respondent is also at liberty to take appropriate steps for withdrawal of the amounts deposited by the Petitioner before the learned Trial Court as user and occupation charges.

8. In the event that the Petitioner defaults in complying with the terms of the Undertaking filed, the interim protection granted by the Court on 01.08.2017 shall automatically stand dissolved and Respondent will be at liberty to take recourse to appropriate proceedings for recovery of possession and for recovery of the full *mesne profits* from the Petitioner at market rate for the period from the date of the Eviction Order, in accordance with law.

9. The Petition is disposed of in the foregoing terms. The pending Application also stands closed.

10. List the matter for compliance on 19.03.2025 in the Supplementary List.

11. The parties will act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

FEBRUARY 21, 2025/r

Click here to check corrigendum, if any