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

+ **RFA 635/2014**

UMA GUPTA

.....Appellant

Through: **Mr. Avadh Bihari Kaushik, Adv.**

versus

SUJATA GUPTA & ANR

.....Respondents

Through: **Mr. Vikram Gulliya, Mr. Anuj
Kumar, Adv. for R-1**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

06.03.2025

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CM APPL. 13503/2025 (exemption)

Exemption allowed, subject to all just exceptions. Application stands disposed of.

CM APPL. 13502/2025

1. The present application has been moved, seeking modification of the order dated 13.02.2025.
2. Issue notice.
3. Learned counsel for the respondent No.1 has accepted the notice.
4. Both the learned counsel for the appellant submits that in order dated 13.02.2025 on page-2 para -3, certain inadvertent mistakes have occurred which may be modified. It has been submitted that the affidavit was filed by Rajan Gupta, husband of Sujata Gupta. It has further been submitted that both had filed separate affidavits.
5. In view of the submissions made, let the order dated 13.02.2025 be



modified to the extent that on page 2, para 3 be read as under;

“Learned counsel for both the parties submit that the parties have now arrived at an amicable settlement and pursuant to which Rajan Gupta (husband of the Sujata Gupta) as well as Sujata Gupta have filed separate detailed affidavits in RFA 635/2014 stipulating the terms and conditions of the settlement which reads as under:

The affidavit of Sujata Gupta reads as under:

3.1 That Smt. Sujata Gupta/respondent No. I shall vacate the suit premises i.e., Flat No. F-104, New Saraswati Society, Plot No. 26/1, Sector-9, Rohini, Delhi-110085 on or before 07.02.2025 and shall handover the vacant peaceful and complete possession thereof including all locks and keys to the appellant Smt. Uma Gupta or any other person authorized by her in this regard.

3.2 That, as per the mutual understanding arrived between me and my wife Smt. Sujata Gupta, she has identified an alternative accommodation for herself as per her own choice being Flat No.78, 1 Floor, Star Apartments, located on Plot No.24/2, Sector-9, Rohini, Delhi-110085 which is stated to be owned by Smt. Naresh Rani wife of Shri Satish Kumar, for which a rent agreement has been executed between Smt. Sujata Gupta and Smt. Naresh Rani for a period of 22 months with effect from 01.02.2025, for which, as has been informed by Smt. Sujata Gupta, monthly rent is Rs. 32,000/- (Rupees Thirty Two Thousands only) for first 11 months and Rs. 34,240/-(Rupees Thirty-Four Thousand Two Hundred and Forty Only) for next 11 months (12th month to 22nd month) apart from maintenance charges of Rs. 1,650/- (Rupees One Thousand Six Hundred and Fifty Only) for the first 11 months of the tenancy.

3.3 That I undertake to pay the aforesaid rental amount to Smt. Sujata Gupta on or before 5th day of every English Calendar month and she has undertaken to pay and forward



the same to the landlady Smt. Naresh Rani every month in terms of the rent agreement executed between them, without fail.

3.4 That I have already paid a sum of Rs. 64,000/- (Rupees Sixty-Four Thousand Only) to Smt. Sujata Gupta on account of security deposits, being the amount equal to two months I have already paid her one month's advance rent of Rs. 32,000/- (Rupees Thirty-Two Thousand Only) for which she has undertaken to pay and transfer to the above named landlady.

3.5 That upon the expiry of the 22-month tenancy period, if the tenancy is renewed, I will adhere to the terms of the renewed rental agreement, including any changes in rental charges, security deposits, or other conditions. If, however, the tenancy is not extended for the same rented property and Smt. Sujata Gupta decides to shift to a new accommodation, I will bear the shifting expenses and costs including rent, maintenance charges, security deposits and relocation expenses, ensuring uninterrupted living arrangements for her subject to adjustment of already paid advance security deposits and advance rental amount etc.

3.6 That Smt. Sujata Gupta has undertaken that she will not use the aforesaid amount of rent and maintenance charges paid to her by me for any other purposes whatsoever and she will fully, completely and immediately transfer and pass-on the said amount to the landlady/landlord without any delay and demur,

3.7 That I shall, however, not be responsible for any default, penalty, interest, cost or fine, if imposed or levied upon Smt. Sujata Gupta by the landlord, society and/or any other person/authority/forum for committing any delay, breach or violation by Smt. Sujata Gupta in timely and fully paying off the rental amount to the landlord, maintenance charges to the society or concerned authority or for any other delay, nuisance and/or misuse of the rented premises etc. and for any other usage, services, consumptions, taxes or consumables,



save and except the amount of maintenance charges which I am already paying in terms of the orders passed by the competent Courts of law.

3.8 That Smt. Sujata Gupta shall not seek re-entry in the suit property i.e., Flat No. F-104, New Saraswati Society, Plot No. 26/1, Sector-9, Rohini, Delhi-110085 at any point of time after vacating the same on or before 07.02.2025 and she will not claim anything against my parents in any manner whatsoever.

3.9 That I affirm that my financial and moral obligations towards Smt. Sujata Gupta's accommodation and well-being, as stated herein above, will remain effective and binding upon me as long as she remains my legally wedded wife.

The affidavit of Rajan Gupta reads as under:

I, Rajan Gupta, aged about 55 years, son of Shri P. D. Gupta, presently at D-0502, Jhulelal Apartment, Road No. 44, Pitampura, Delhi-110034, do hereby solemnly affirm and declare as under:

1. That I am the legally wedded husband of Smt. Sujata Gupta, daughter of Late Shri Brij Mohan Jhunhunwala, presently residing at F-104, New Saraswati Society, Plot No. 26/1, Sector-9, Rohini, Delhi-110085, who is the respondent No. 1 in the instant appeal.

2. That my mother, Smt. Uma Gupta, aged about 75 years, is the rightful owner of Flat No. F-104, New Saraswati Society, Plot No. 26/1, Sector-9, Rohini, Delhi-110085 which is the suit property/subject flat in the instant appeal which is presently in possession and occupation of respondent No.1 Smt. Sujata Gupta for last more than 21 years and my mother Smt. Uma Gupta has filed the instant Regular First Appeal (RFA) No. 635/2014 for possession of the subject flat against said respondent No. 1 Smt. Sujata Gupta which is pending before this Hon'ble Court. My younger brother Rajesh Gupta is respondent No. 2 in the present appeal who is a proforma party in the case and though I was not a party in the suit in Trial Court and I was also not a party in this



appeal before this Hon'ble Court initially butt, subsequently, I was impleaded as respondent No. 3 in the present appeal on the directions of this Hon'ble Court.

3. That on having been motivated and encouraged by this Hon'ble Court and with the guidance and advice of the learned counsel for both sides, I Rajan Gupta (respondent No. 3) and my wife Smt. Sujata Gupta (respondent No.1) have inter-se arrived on a mutual agreement and settlement for the amicable disposal of the present appeal and connected matter [W.P. (C) No. 3481 of 2013 titled Sujata Gupta vs. Uma Gupta & Ors.'] on the following terms and conditions:

3.1 That Smt. Sujata Gupta/respondent No.1 shall vacate the suit premises i.e., Flat No. F-104, New Saraswati Society, Plot No. 26/1, Sector-9, Rohini, Delhi-110085 on or before 07.02.2025 and shall handover the vacant peaceful and complete possession thereof including all locks and keys to the appellant Smt. Uma Gupta or any other person authorized by her in this regard.

3.2 That, as per the mutual understanding arrived between me and my wife Smt. Sujata Gupta, she has identified an alternative accommodation for herself as per her own choice being Flat No.78, 1 Floor, Star Apartments, located on Plot No.24/2, Sector-9, Rohini, Delhi-110085 which is stated to be owned by Smt. Naresh Rani wife of Shri Satish Kumar, for which a rent agreement has been executed between Smt. Sujata Gupta and Smt. Naresh Rani for a period of 22 months with effect from 01.02.2025, for which, as has been informed by Smt. Sujata Gupta, monthly rent is Rs. 32,000/- (Rupees Thirty Two Thousands only) for first 11 months and Rs. 34,240/-(Rupees Thirty-Four Thousand Two Hundred and Forty Only) for next 11 months (12th month to 22nd month) apart from maintenance charges of Rs. 1,650/- (Rupees One Thousand Six Hundred and Fifty Only) for the first 11 months of the tenancy.

3.3 That I undertake to pay the aforesaid rental amount to Smt. Sujata Gupta on or before 5th day of every English Calendar month and she has undertaken to pay and forward the same to the



landlady Smt. Naresh Rani every month in terms of the rent agreement executed between them, without fail.

3.4 That I have already paid a sum of Rs. 64,000/- (Rupees Sixty-Four Thousand Only) to Smt. Sujata Gupta on account of security deposits, being the amount equal to two months I have already paid her one month's advance rent of Rs. 32,000/- (Rupees Thirty-Two Thousand Only) for which she has undertaken to pay and transfer to the above named landlady.

3.5 That upon the expiry of the 22-month tenancy period, if the tenancy is renewed, I will adhere to the terms of the renewed rental agreement, including any changes in rental charges, security deposits, or other conditions. If, however, the tenancy is not extended for the same rented property and Smt. Sujata Gupta decides to shift to a new accommodation, I will bear the shifting expenses and costs including rent, maintenance charges, security deposits and relocation expenses, ensuring uninterrupted living arrangements for her subject to adjustment of already paid advance security deposits and advance rental amount etc.

3.6 That Smt. Sujata Gupta has undertaken that she will not use the aforesaid amount of rent and maintenance charges paid to her by me for any other purposes whatsoever and she will fully, completely and immediately transfer and pass-on the said amount to the landlady/landlord without any delay and demur,

3.7 That I shall, however, not be responsible for any default, penalty, interest, cost or fine, if imposed or levied upon Smt. Sujata Gupta by the landlord, society and/or any other person/authority/forum for committing any delay, breach or violation by Smt. Sujata Gupta in timely and fully paying off the rental amount to the landlord, maintenance charges to the society or concerned authority or for any other delay, nuisance and/or misuse of the rented premises etc. and for any other usage, services, consumptions, taxes or consumables, save and except the amount of maintenance charges which I am already paying in terms of the orders passed by the competent Courts of law.



3.8 That Smt. Sujata Gupta shall not seek re-entry in the suit property i.e., Flat No. F-104, New Saraswati Society, Plot No. 26/1, Sector-9, Rohini, Delhi-110085 at any point of time after vacating the same on or before 07.02.2025 and she will not claim anything against my parents in any manner whatsoever.

3.9 That I affirm that my financial and moral obligations towards Smt. Sujata Gupta's accommodation and well-being, as stated herein above, will remain effective and binding upon me as long as she remains my legally wedded wife.”

6. In view of the above, the present application stands disposed of.
7. Let the modified order be uploaded forthwith.
8. Let a copy of this order be also uploaded in the connected matter bearing number W.P.(C) 3481/2013 titled *Sujata Gupta v. Uma Gupta & Anr.*

DINESH KUMAR SHARMA, J

MARCH 6, 2025

Pallavi/HT