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

+ **RC.REV. 26/2016, CM APPL. 25055/2025**

VIDYA DEVI (HUF)

.....Petitioner

Through: Ms. Seema Singh and Ms. Neha
Yadav, Advocates.
Petitioner in-person.

versus

LEKH RAJ MADAN

.....Respondent

Through: Mr. Karan S. Thukral, Ms. Vaishnavi
Arora, Ms. Monika Bhatia and Mr.
Satyansh Gupta, Advocates.
with Respondent in person.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

% **02.05.2025**

CM APPL. 25055/2025

Further to what was recorded in order dated 29.04.2025, Mr. Karan S. Thukral, learned counsel is present on behalf of the respondent. The respondent is also present in court.

2. Mr. Thukral submits, that the respondent is not agreeable to waiving or modifying the consent terms contained in order dated 20.11.2024. Counsel submits, that the said consent terms were decided and agreed-upon in the presence of the parties; and under those terms the petitioner had agreed to pay rent/use and occupation charges at Rs.15,000/- per month from 19.02.2016 to 30.11.2024 in 03 equal



instalments; and to pay use and occupation charges for the subsequent period at Rs.20,000/- per month with effect from 01.12.2024, none of which has been done. Counsel submits, that the arrears in this behalf are about Rs.18 lacs as of date.

3. After a brief hearing in the matter, and on instructions of Mr. Harshit Bansal, who is the son of the *Karta* of Vidya Devi (HUF), Ms. Seema Singh, learned counsel appearing for the petitioner submits that since the petitioner does not have the wherewithal to pay the arrears of rent and the use and occupation charges, the petitioner is ready and willing to surrender vacant, peaceful, physical possession of the premises, *i.e.* shop bearing No.4106-4107, Ground Floor, Naya Bazaar, Delhi, to the respondent *on or before 10.05.2025*.
4. In view of what has transpired in court, and based on the offer made by the petitioner as above, it is directed that the petitioner shall vacate the subject premises and hand-over vacant, peaceful, physical possession thereof to the respondent *on or before 10.05.2025*.
5. Furthermore, the petitioner shall file before this court an affidavit of undertaking in the following terms within 03 working days 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 10.05.2025, against written acknowledgment of receipt.*
 - ii. *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.*



- iii. *I further undertake and confirm that throughout the period upto 10.05.2025, 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.*
- iv. *I shall remain bound by the terms of the aforesaid undertaking.*

6. Though Ms. Singh prays that the arrears of rent and use occupation charges fixed *vide* order dated 20.11.2024 be waived, Mr. Thukral submits that the respondent is not willing to do so; and that the respondent would adopt remedies as may be available to him in that behalf separately, in accordance with law.
7. Needless to add, that the respondent shall be at liberty to adopt all such remedies for recovery of arrears of rent/use and occupation charges, as may be available to him, in accordance with law.
8. The application stands disposed-of in the above terms.

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9. The petition stands disposed-of in the above terms.
10. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

MAY 2, 2025/ak