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

+ **W.P.(C) 2047/2024**

GEETA DABAS AND ANR.

.....Petitioners

Through: **Mr. R.N. Sharma, Adv.**

versus

SMT. SEEMA DESWAL

.....Respondent

Through: **Mr Sandeep Sharma, Sr. Adv. with
Mr Suresh K Deshwal, Mr Hunny
Singh and Mr Deepanshu Singhal,
Advs.**

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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09.04.2026

1. The petitioners are the in-laws of respondent. The sole respondent-Smt. Seema Deswal got married to petitioners' son on 02.05.2014. Out of wedlock of their marriage, they have one son namely, Kiaan, who lives with mother-respondent.
2. The petitioners initiated the process for eviction of flat no.5, Raja Enclave, Pitampura, New Delhi. They are senior citizens and are the registered owners of the said flat. They contend that when they were in USA with the respondent, she came back and broke over the lock of the aforesaid flat and has entered into the forceful possession of the said flat.
3. When the petitioners returned to India, they found that the respondent was already residing there.
4. The District Magistrate as well as the Divisional Commissioner both



have dismissed the petitioners' application for eviction of the respondent.

5. This Court while issuing notice on 13.02.2024, confined the scope to the amenability for settlement and by offering alternate accommodation. After notice, the respondent entered appearance and various efforts seem to have been made. The matter was sent for mediation as well which, however, remained unsuccessful.

6. On 17.03.2026, the petitioner offered a monthly rental of Rs.15,000/-. The same submission was reiterated even on subsequent dates as well. The respondent, through counsel proposes a monthly rental of Rs.45,000/- besides various other terms and conditions.

7. Since the notice was issued limited to the aspect of mediation, therefore, the Court has also made an endeavour between the parties to settle the dispute amicably. On due deliberation, the parties eventually settled the matter amicably with the following terms and conditions: -

- i. The rent of Rs.22,500/- shall be paid by the petitioners directly into the account of the respondent on or before 10th day of each month. The account number shall be provided to the petitioners during the course of the day.
- ii. Let the petitioners to make an advance payment of the rent for six months commencing from 01.05.26 to 30.11.26.
- iii. From the date of deposit of the advance rent for six months, the respondent to vacate the flat no.5, Raja Enclave, Pitampura, New Delhi within a period of 45 days from therefrom.
- iv. The petitioners' undertaking is placed on record that they will not create any third-party right in any manner, whatsoever, without leave of the Court.



- v. The petitioners shall permit the respondent to take out personal belongings of the respondent in the presence of authorized representative of both the parties.
 - vi. This arrangement is without prejudice to rights and contentions of the parties which may arise for consideration in various other legal proceedings pending before different forums.
 - vii. Any violation by any of the parties, shall be construed to be the contempt of this Court's directions and the parties shall rendered themselves liable for the punishment.
 - viii. In addition, in case any violation is found on the part of the petitioners, the respondent shall be entitled to seek restoration of the possession in the subject property. The rights of the minor son shall remain unaffected by these arrangements if he has any with respect to the property in question or otherwise.
8. Petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

APRIL 9, 2026/P