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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **RC.REV. 240/2025, CM APPL. 50574/2025 & CM APPL. 1053/2026**
RAJENDRA SHAKYAWERPetitioner

Through: Mr. Rajiv Bajaj, Mr. Naman Arora,
Mr. Vishant Prakash, Advs.

versus

VIKRAM BANSIWALRespondent

Through: Ms. Neetu Gupta, Ms. Harshita Jain,
Advs.

CORAM:
HON'BLE MR. JUSTICE AMIT SHARMA

ORDER
29.04.2026

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1. This hearing has been done through hybrid mode.
2. An affidavit of undertaking dated 23.04.2026 by the petitioner has been placed on record, wherein it has been stated as under: -

“1. That the Deponent is the Petitioner in the above-captioned Petition and in terms of the order dated 25.02.2026, Deponent undertake to vacate the premises A-8772, Roshanara Road, Delhi-110007 on or before 31.12.2026. Deponent further undertake to pay the regular electricity bills and shall pay the statutory rent of Rs. 200 per month.

2. That the Deponent, vide registered lease deed (annexed herewith as Document 1), has given the shop on rent in the same area. The length of the shop which the Deponent has given on rent is 7.25*25 feet and the rent Deponent is receiving is Rs. 15,000 per month. The said shop is three times bigger than the shop which the



Deponent is a tenant. The size of the shop of the tenanted premises is 5.5*9 feet and being the old shop, the market rate of rent shall not be Rs. 4,000 per month.

3. That the Deponent is ready and willing to pay the occupation charges with effect from September 2025 in the account of the Respondent and undertake to pay it regularly.

4. That the Deponent further undertakes that he will not sublet or give the possession of the present premises to anyone except to the Respondent or his legal representatives.

5. That the Deponent undertakes to keep the premises in good condition and shall not cause any damage thereto and shall pay all the water and electricity bills within time.

6. That the Deponent state that he shall faithfully abide by the terms and conditions of the present undertaking and shall remain bound by the same in letter as well as in spirit.”

3. Insofar as the use and occupation charges are concerned, learned counsel for the petitioner, on instructions of the latter, submits that he shall pay Rs.7,500/- per month as use and occupation charges. It is further clarified that the said charges will be paid with effect from the date of passing of the impugned order dated 25.02.2025. Let the arrears with respect to the same till 30.04.2026 be cleared by the petitioner within a period of 4 weeks from today. The use and occupation charges shall be paid on or before 7th of every month till he vacates the subject premises/property.

4. In view of the aforesaid, learned counsel appearing on behalf of the petitioner does not press this petition.

5. The present petition is disposed of as not pressed.

6. Needless to state that the petitioner shall be bound by the affidavit of undertaking and statement tendered before this Court, and shall abide by the



same.

7. Pending application(s), if any, also stand disposed of.
8. Order be uploaded on the website of this Court, *forthwith*.

AMIT SHARMA, J

APRIL 29, 2026/kr/ns