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IN THE HIGH COURT OF DELHI AT NEW DELHI

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RC.REV. 267/2025 & CM APPL. 54360/2025

SH SUBHASH CHAND SETHI (DECEASED
THROUGH LEGAL HEIRS)

.....Petitioner

Through: Mr. Jaspreet Singh Rai, Ms. Jia Kapur
and Ms. Bhawana Pandey, Advocates.

versus

SH VIJAY SHANKAR

.....Respondent

Through: Ms. Kamlakshi Singh, Ms. Divya
Chauhan, Ms. Radhika Raghuvanshi
and Ms. Paraamba Raghuvanshi,
Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

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09.03.2026

1. This hearing has been done through hybrid mode.
2. The present petition under Section 25-B(8) of the Delhi Rent Control Act, seeks the following prayers:

“a. Allow the present Revision and grant leave to defend to the Petitioner herein to defend the eviction petition bearing no. RC/ARC No. 149/2021, titled as “**Sh. Vijay Shankar vs. Sh. Subhash Chand Sethi**”.

b. Set aside the impugned order dated 29.05.2025 passed by the Court of Ms. Upasana Satija, SCJ-CUM-RC (central), Tis Hazari Courts, Delhi in eviction petition filed under section 14(1)(e) read with section 25-B of Delhi Rent Control Act, 1958, bearing petition RC/ARC No. 149/2021, titled as “Sh. Vijay Shankar vs. Sh. Subhash Chand Sethi” in respect of the property bearing shop no. 37/5, ground floor, Vijay Market, Paharganj, New Delhi- 110055.”

3. In pursuance of the order dated 19.12.2025, the tenant/ petitioner has



placed on record an affidavit of undertaking dated 07.01.2026, wherein, it is recorded as under:

“3. That I hereby undertake to hand over vacant, peaceful and physical possession of the subject premises, i.e., Shop No. 37/5, Ground Floor, Vijay Market, Paharganj, New Delhi-110055, to the Respondent/Landlord on or before 30.06.2026, strictly in terms of the order dated 19.12.2025 passed by this Hon'ble Court.

4. That I further undertake to pay user and occupation charges at the rate of 15,000/- (Rupees Fifteen Thousand only) per month, w.e.f. 01.12.2025, on or before the 7th day of each English calendar month, to the Respondent/Landlord, without any default.

5. That I further undertake that no dues whatsoever are outstanding in respect of the subject premises. It is specifically clarified that the said premises is a commercial property, and does not fall under any RWA, and no water connection ever existed with respect to the subject premises, hence, no such relatable dues are pending with respect to the subject premises. It is further clarified that the electricity meter stands in the name of the Petitioners, who are regularly paying the electricity charges directly to the concerned authority as per actual consumption, and accordingly no electricity dues are pending till date. That the Petitioners will close the said account with the utility provider so that the landlord shall take over the supply either by having the power reconnected or transferring the existing supply into their name. That the copies of the electricity bills for the said period designated in the order dated 19.12.2025 will be handed over along with the physical and vacant possession of the subject premises.

6. That I shall not create any third-party interest, sub-tenancy, in respect of the subject premises during the subsistence of this undertaking.

7. That upon handing over of the vacant and peaceful possession of the subject property, the Respondent shall issue a No Objection Certificate (NOC) and acknowledging receipt of the said property on my name.”



4. In view of the above, learned counsel for the petitioner seeks leave to withdraw the present petition.
5. Leave granted.
6. The present petition is dismissed as withdrawn and disposed of accordingly.
7. Pending application(s), if any, also stands disposed of.

AMIT SHARMA, J

MARCH 09, 2026/bsr/sg