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

+ RC.REV. 388/2025 & CM APPL. 76715/2025

M/S SHIV ELECTRIC STORE & ORS.Petitioners

Through:
versus

LALIT KUMAR DIXITRespondent

Through: Ms. Tejaswini Verma, Mr. Vikrant
Malwal & Mr. Abhay Singh, Advs.

CORAM:
HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

% **16.02.2026**

1. This hearing has been done through hybrid mode.
2. The present petition under Section 25-B(8) of the Delhi Rent Control Act, 1958 seeks the following prayers:-

“In the above circumstances, it is most humbly and respectfully prayed that this Hon'ble Court may kindly be pleased to accept the present Revision Petition; call for the records of the eviction petition, bearing No. RC ARC NO474/2019, titled as “Lalit Kumar Dixit Vs M/s. Shiv Electric Store”; to set-aside the Impugned Order dated 5th June, 2025 passed by the learned Court of Ms. Arjinder Kaur, Additional Rent Controller-02 (Central District), Tis Hazari Courts, Delhi in eviction petition, bearing No. RC ARC NO 474/2019, titled as “Lalit Kumar Dixit Vs M/s. Shiv Electric Store”; and allow the leave to defend application of the Petitioners.

Such other or further order, as this Hon'ble Court may deem just and proper in the circumstances of the above case, may also be passed in favour of the Petitioner and against the Respondent. Costs of the present Revision Petition may also be awarded to the Petitioners and against the Respondent.”



3. In pursuance of the order dated 05.12.2025, the affidavit of undertaking dated 12.12.2025 has been filed by the petitioners, wherein, it has been recorded as under:-

“2. That the Deponent undertakes to vacate and hand over the peaceful vacant & physical possession of the suit premises to the Respondent/Landlord on or before 31.03.2026.

3. That further in terms of the Order passed by this Hon'ble Court, I hereby undertake that during the interim period the deponent shall not sub-let, part with possession or create any third party interest in respect of the tenanted premises or part thereof. The Deponent shall not cause any damage to the suit premises, subject to normal wear & tear.

4. That the deponent further undertakes to pay the charges for use & occupation of the tenanted premises @ Rs.25,000/- (Rupees Twenty Five Thousand Only) per month w.e.f. December 2025 till the time of vacation i.e 31.03.2026.

5. That the deponent further undertakes to utility charge of electricity, water & other charges in respect of the tenanted premises, if any, upto the date of vacation/handing over the possession.”

4. Learned counsel for the respondent confirms payment of use and occupation charges till date. The aforesaid undertaking is taken on record.

5. Learned counsel for the petitioners seeks leave to withdraw the present petition.

6. Leave granted.

7. The present petition is dismissed as withdrawn and disposed of accordingly.

8. Pending application, if any, also stands disposed of.

AMIT SHARMA, J

FEBRUARY 16, 2026/nk/sg