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- * **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. 195/2025, CM APPL. 39682/2025, CM APPL. 39683/2025
SARDHA RAM HARI RAMPetitioner
Through: Mr. Rajat Aneja and Mr. Aditya
Sharma, Advocates.
versus
BIMLA DEVIRespondent
Through: Mr. Shahrukh Inam and Mr. Usha
Singh, Advocates.
+ RC.REV. 196/2025, CM APPL. 39740/2025, CM APPL. 39741/2025
M/S RAM SAROOP RAM NIWASPetitioner
Through: Mr. Rajat Aneja and Mr. Aditya
Sharma, Advocates.
versus
BIMLA DEVIRespondent
Through: Ms. Usha Singh, Mr. Sunil Gupta and
Mr. Shahrukh Inam, Advocates.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

15.07.2025

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Pursuant to what was recorded in the last order dated 09.07.2025, Mr. Rajat Aneja, learned counsel is present on behalf of the petitioners alongwith the petitioner. Ms. Usha Singh, learned counsel is also present on behalf of the respondent, alongwith the respondent.

2. After a brief engagement on the issue, the petitioners in these matters undertake that they would vacate the subject premises by 31.03.2026; and that in the meantime, each of the petitioners would pay use and occupation charges of Rs.60,000/- per month to the respondent, subject to which they be permitted to continue in use and occupation of the subject premises.



3. In view of the above, the present revision petitions are disposed-of with the following directions:
- 3.1. The petitioners shall vacate their respective portions of property bearing No. 5187-88, Naya Bazar, G.B. Road, Delhi ('subject premises') *on or before 31.03.2026*;
- 3.2. In the meantime, the petitioners shall be entitled to continue to use and occupy the subject premises for the purpose for which these have been used so far, *subject however* to each of the petitioners paying to the respondent use and occupation charges of *Rs.60,000/- per month with effect from 01.07.2025*, till the time of vacation of the subject premises;
- 3.3. The payment for the month of July 2025 shall be made to the respondent by the end of that month; and for the rest of the months, the payment shall be made by or before the 07th day of every English calendar month; and
- 3.4. To facilitate electronic remittance of use and occupation charges as referred-to above, the respondent shall furnish to the petitioners requisite bank details within 07 days.
4. Furthermore, each of the petitioners shall file before this court an affidavit of undertaking in the following terms within 04 weeks 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 31.03.2026, against written acknowledgment of receipt.*
- ii. *During the period of my use and occupation of the subject premises, I shall pay to the respondent use and occupation charges at Rs. 60,000/- per month with effect from 01.07.2025, till the time I vacate the subject premises and hand over vacant, peaceful, physical possession thereof to the respondent.*



- iii. *For the month of July 2025, I shall pay to the respondent the requisite use and occupation charges by the end of the said month; and for the remaining months, I shall make the payment to the respondent by or before the 07th day of every English calendar month.*
 - iv. *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.*
 - v. *I also undertake that in the event of any default in payment of use and occupation charges and/or any utility bills as aforesaid, I shall render myself liable to pay enhanced use and occupation charges equivalent to the prevailing market rent for the relevant period instead of the agreed use and occupation charges of Rs.60,000/- per month as referred-to above.*
 - vi. *I further undertake and confirm that throughout the period upto 31.03.2026, 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.*
 - vii. *I shall remain bound by the terms of the aforesaid undertaking.*
5. Needless to add, that in the event of violation of any of the terms of the above-referred undertaking, the respondent shall be at liberty to adopt all such remedies as may be available to him, in accordance with law.
6. The petition is disposed-of in the above terms.
7. The Registry is directed to bring to the notice of this court if the affidavit of undertaking is not filed by the petitioners as directed-above.

ANUP JAIRAM BHAMBHANI, J

JULY 15, 2025/ss