



\$~12

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

+ **RC.REV. 196/2025**

M/S RAM SAROOP RAM NIWAS

.....Petitioner

Through: Mr. Ashok Chhabra, Mr. Kunal Jaggi,
Advs.

versus

BIMLA DEVI

.....Respondent

Through: Ms. Usha Singh, Adv. through Vc.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

% **05.05.2026**

1. This hearing has been done through hybrid mode.

CM APPL. 19928/2026 (grant of extension of time)

2. The present application under Section 151 of the CPC filed on behalf of the petitioner/applicant seeks the following prayers:-

“a. That the petitioner may be granted an extension of 90 days in order to comply with the Order of 15.07.2025.

b. Pass any other order as this Hon'ble Court deem fit.”

3. On the last date of hearing, i.e., 30.03.2026, following order was passed by this Court:-

“3. As per order dated 15.07.2025, petitioner had placed on record undertaking stating, that he shall vacate the subject premises on or before 31.03.2026, subject to payment of use and occupation charges at the rate of Rs.60,000/- per month with effect from 01.07.2025, as well as of all statutory charges, including water and electricity charges. It is pointed out that the said payment has been done up to 31.03.2026. It is further



submitted that the petitioner is in the business of sale of food grains and after furnishing the undertaking, he has been making sincere efforts to search an alternative place in the vicinity of the area, however, on account of his ill health, he could not find premises on lease.

4. Learned counsel appearing on behalf of the respondent confirms the fact that the payment has been made, however, opposes the present application.

5. Learned counsel appearing on behalf of the petitioner, on instructions, submits that the latter shall vacate the premises within a period of 60 days and shall also pay an extra sum of Rs. 25,000/- per month in addition to Rs. 60,000/- per month for his stay beyond the period of time as mentioned in the undertaking.

6. In these circumstances, the petitioner shall vacate the premises on or before 01.06.2026 and shall pay a sum of Rs. 85,000/- per month to the respondent alongwith statutory charges, including electricity and water.

7. Petitioner shall place on record fresh affidavit of undertaking before the next date of hearing.”

4. In pursuance of the aforesaid directions, the petitioner has placed on record affidavit of undertaking dated 02.05.2026 stating that he will vacate and hand over peaceful vacant possession of the suit premises on or before 01.06.2026, and shall also pay a sum of Rs.85,000/- per month alongwith electricity and water charges. Relevant portion of the said affidavit of undertaking reads as under: -

“3. I undertake to this Hon’ble Court that I will vacate and hand over peaceful vacant possession of the suit premises to the Landlord on or before 01.06.2026 and shall also pay 85,000/- per month along with Electricity and Water charges. I pray that my undertaking may be



accepted.”

5. Learned counsel appearing on behalf of the petitioner submits that no further time will be sought now, and the subject premises would be vacated on or before 01.06.2026.
6. In view of the above, the present application is allowed and disposed of.
7. Needless to state that the petitioner shall abide by the aforesaid affidavit of undertaking filed before this Court.

AMIT SHARMA, J

MAY 5, 2026/kr/ns