
(2025) 11 DEL CK 1878

In the Delhi High Court

Case No : Civil Miscellaneous Petition No. 2154 Of 2025, Civil Miscellaneous Application Nos. 70528, 70529, 70527 Of 2025

S Kulwant Singh

APPELLANT

Vs

Rajni Sangwan

RESPONDENT

Date of Decision : 12-11-2025

Acts Referred:

Citation : (2025) 11 DEL CK 1878

Hon'ble Judges : Girish Kathpalia, J

Bench : Single Bench

Advocate : Varun Goswami, Vinit Trehan, Yash Srivastava

Final Decision : Disposed Of

Judgement

Girish Kathpalia, J

1. Petitioner/tenant/judgment debtor has assailed order dated 07.11.2025 of the learned execution court, whereby warrants of possession of the tenanted property were directed to be issued since the petitioner/tenant/judgment debtor abrogated the terms of settlement, which terms had been accepted by the coordinate bench of this court.

2. Learned counsel for respondent/landlord/decreed holder appearing on advance intimation accepts notice and strongly opposes the petition.

3. I have heard learned counsel for both sides.

4. Broadly speaking, in the course of hearing of CM(M) 3774/2024, the coordinate bench of this court was informed that "the matter has been amicably settled." In order dated 30.04.2025, the learned Single Judge recorded the terms of settlement as follows:

"a) The tenant would hand over physical and vacant possession of the suit property to the landlord/respondent herein on or before 31.03.2027.

b) Tenant would not create any kind of third party interest in the suit property and would keep on making the payment of "use and occupation charges" @ Rs. 2,000/- per month, till the date he vacates the abovesaid property.

c) In case, there is default of payment with respect to "use and occupation charges" for a period of three months or more, the landlord would be at liberty to carry out execution immediately, without there being any further order in this regard from the Court.

d) The aforesaid time has been given, primarily, for the reason that petitioner/tenant is, reportedly, suffering from paralysis."

Admittedly, the petitioner/tenant/judgment debtor paid for the first time, after the said settlement, use and occupation charges to the tune of Rs.10,000/- on 27.08.2025. That being so, the learned execution court accepting the plea of the respondent/landlord/deGREE holder that the petitioner/tenant/judgment debtor had violated the terms of settlement by not making payment on month to month basis and with a default of three consecutive months, passed the impugned order directing issuance of warrants of possession of the tenanted property.

5. Prima facie, I find no infirmity in the impugned order.

6. However, learned counsel for both sides after some discussion have arrived at fresh settlement terms after taking instructions of their respective clients. Sister and brother of the petitioner/tenant/judgment debtor also have appeared personally in court, as they had appeared earlier as well on behalf of petitioner/tenant/judgment debtor.

7. According to the fresh settlement arrived at today, petitioner/tenant/judgment debtor undertakes to vacate the tenanted property on or before 31.05.2026; and to pay a sum of Rs.28,000/- to the respondent/landlord/deGREE holder within one week from today; and that in case the said amount is not deposited within one week from today, the warrants of possession ordered in the impugned order shall be executed. The said amount of Rs.28,000/-, according to both sides constitutes the arrears of use and occupation charges existing as on date as well as future use and occupation charges payable for the period till 31.05.2026.

8. In view of above settlement, it is directed that the warrants of possession issued in compliance of the impugned order shall not be executed till 31.05.2026, but in case by that day the tenanted property is not vacated, the warrants of possession shall be duly executed.

9. Accordingly, the present petition and the accompanying applications stand disposed of as compromised.