

Sl. No	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGES'S ORDERS
			WPMS No.2446 of 2023 <u>Hon'ble Sharad Kumar Sharma, J.</u> Mr. Rajat Mittal, Advocate, for the petitioner. Mr. Kshitij Sah, Advocate, holding brief of Mr. Siddhartha Singh, Advocate, for the respondent. The brief facts of the case are that the proceedings under section 21 (1) (a) of the Act No.13 of 1972, stood instituted by the respondent/landlord, which was numbered as PA Case No.12 of 2016, "Smt. Santosh and others Vs. Ram Lal", whereby the release as it was sought in relation to the disputed shop, which was occupied by the present petitioner as tenant. The landlord/respondent has sought the release of the tenement in question on the ground of his personal need. Coupled with the fact that the petitioner, herein, who was the opposite party, and tenant had admitted the factum of the tenancy and the rate of the rent, which the tenement was carrying. The learned Prescribed Authority after considering the aspects of the bonafide need and the comparative hardship and after appreciation of the evidence, which was placed on records by the respective parties, had ultimately come to

			the conclusion that the bonafide of the landlord to meet his need of the shop in question, as it was projected in the release application has been justified by leading and appreciation of evidence in support thereof. Accordingly, by the judgment dated 10.06.2019, the learned Prescribed Authority had directed the release of the tenement in question to vacate the same within 30 days'. The said judgment was put to challenge by the petitioner in the appeal under section 22 of the Act No.13 of 1972, and the same has also met with the same destiny resulting into dismissal of the appeal by the judgment dated 07.07.2023. Hence, the writ petition emanates from the concurrent judgment, which is based upon a concurrent finding of facts recorded pertaining to the bonafide need, comparative hardship and balance of convenience. Before the matter could be addressed by the learned counsels on its own merit, learned counsel for the petitioner based upon the instructions, which he has received from the petitioner had sought two years time to vacate the premises. The said time as sought for by the petitioner was vehemently opposed by the respondent landlord contending thereof that they are in an emergent need of the tenement shop in order to meet out the personal need as
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			expressed in the release application. Hence, it will be too long a period to be granted to the petitioner to vacate the premises. Consequently based upon the aforesaid fabric, the learned counsel for the respondent had offered that he would be agreeable if this Court grants one year time to the petitioner to vacate the premises in question. But in order to balance the equities, and particularly looking to the length of the tenancy, this Court feels it apt that one year and six month from today, if it is granted to the petitioner to vacate the premises. It will meet the ends of justice, owing to the aforesaid consensus, which has been expressed by the learned counsels for the parties, this writ petition would stands dismissed with the following observations:- “1. That the petitioner/tenant, herein, would within a period of two weeks from today furnish an undertaking by way of the affidavit before the Court of learned Prescribed Authority giving an undertaking to vacate the premises immediately after the expiry of one year and six months period, which is to be determined from today. 2. That during this period, the tenant would continue to remit the rent by 10th of each month to the landlord and there would be no default in the
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			remittance of the rent for the aforesaid period of occupancy. 3. That the petitioner/tenant would not change or alter the nature of the accommodation in any manner whatsoever except with the prior written permission from the respondent/landlord. 4. He further undertakes that during this extended period of occupancy in pursuance to the today's order, he will not create any sub-tenancy and upon the expiry of the aforesaid period, he would be handing over the peaceful possession to the respondent/landlord. 5. It is hereby further made clear that if there is violation of any of the covenants as given above as undertaken to be abided by the present petitioner to vacate the premises, it would be open for the respondent to enforce the judgment in accordance with the provisions of the Act No.13 of 1972. Subject to the aforesaid, the writ petition stands dismissed. (Sharad Kumar Sharma, J.) 12.09.2023 NR
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