

IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

Date of decision: 15.10.2015  
CR No.3966 of 2015 (O&M)

Gurdeep Singh

..... Petitioner

Versus

Ramesh Chand

..... Respondent

2<sup>nd</sup>

CR No. 5449 of 2015 (O&M)

Ramesh Chand Gupta

..... Petitioner

Versus

Gurdeep Singh

..... Respondent

**CORAM : HON'BLE MR.JUSTICE ARUN PALLI**

Present : Mr. Mukand Gupta, Advocate  
(for the petitioner in CR No.5449 of 2015 and  
for the respondent in CR No.3966 of 2015).

Mr. Brijeshwar Singh Kanwar, Advocate  
(for the respondent in CR No.5449 of 2015 and  
for the petitioner in CR No.3966 of 2015).

**ARUN PALLI, J. (Oral)**

This order shall dispose of CR Nos. 3966 and 5449 of 2015,  
the issue involved being common.

Vide order dated 13.02.2015, passed by the Rent Controller,  
eviction of the petitioner-tenant was ordered from the demised premises i.e.

Booth No.2422-B, Sector 22-C, Chandigarh. In an appeal preferred by the

petitioner, the Appellate Authority, vide order dated 25.05.2015, had assessed the mesne profits of the premises at ₹45,000/- per month. And both the parties being aggrieved against the said order are before this Court to pursue their respective interest, vide these two petitions.

Having argued the matter at some length, learned counsel for the parties, on instructions from their respective clients, submit that let petitioner-tenant be afforded time till 31.12.2015 to vacate the demised premises and in lieu thereof, he shall only have to pay the agreed rent i.e. ₹27,000 per month, from the date of the order of eviction i.e. 13.02.2015 till he vacate the premises i.e. 31.12.2015.

That being so, the petition is disposed of in the following terms:-

1. Petitioner shall continue to occupy the demised premises up to 31.12.2015.
2. Entire arrears of rent, if any, shall be paid/deposited by the petitioner with the respondent-landlord at the rate of ₹27,000/- per month within a period of two weeks from today.
3. Petitioner-tenant shall continue to pay even the future rent by 7<sup>th</sup> of every month at the rate of ₹27,000/- per month. And in the event of even a single default respondent-landlord shall be at liberty to execute the order of eviction forthwith and obtain physical possession.
4. Petitioner shall defray all the electricity and water charges for the period he would occupy the demised premises.

5. Petitioner shall vacate the demised premises and hand over the actual physical possession, free from all encumbrances, to the respondent-landlord on or before the stipulated date i.e. 31.12.2015, failing which respondent shall be at liberty to execute the order of eviction forthwith and obtain possession.
6. Petitioner shall furnish an undertaking, by way of an affidavit, in the above terms with the executing Court as also the Appellate Authority, within a period of two weeks from today, failing which, again respondent-landlord shall be at liberty to execute the order of eviction.
7. In case, the petitioner fails to vacate the demised premises on or before the stipulated date, respondent-landlord shall be at liberty not only to execute the order of eviction but also claim, mesne profits at the rate of Rs.45,000/- per month as determined by the Appellate Authority.
8. Petitioner/tenant shall withdraw his appeal, which is pending before the Appellate Authority by moving the necessary application, and obtain appropriate order.

**October 15, 2015**

Manoj Bhutani

**(ARUN PALLI)  
JUDGE**