

110 **Civil Revision No. 2379 of 2016 (O&M)**
Date of Decision: August 16, 2016

-PETITIONER

-RESPONDENT

Civil Revision No. 4437 of 2015 (O&M)

-PETITIONER

-RESPONDENT

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr.Ajay Jain, Advocate
for the petitioner.

Mr.Rajesh Sethi, Advocate and
Mr.Tushar Gera, Advocate
for the respondent.

RAJ MOHAN SINGH, J. (ORAL)

Vide this order, aforesaid two civil revisions are being

disposed of.

Facts are being taken from Civil Revision No.2379 of 2016.

In this revision petition, petitioner has assailed orders dated 01.03.2016 and 21.03.2016 passed by Civil Judge (Senior Division), Sirsa vide which the case was adjourned for consideration after striking off the defence of the petitioner-defendant under Order 15 Rule 5 CPC. Both the parties have amicably resolved their differences by entering into a compromise of even date i.e. 16.08.2016. The parties have settled their grievance on the following terms and conditions:-

1. *WHEREAS the first party has unconditionally agreed to vacate the basement portion under its occupation as duly described in the lease agreement dated 18.8.2011 on or before 31.3.2017 positively and to hand over the vacant possession of the premises in the same condition it was taken by the first party from the second party.*

2. *WHEREAS both first and second parties have agreed that the amount of Rs.2 lacs deposited by the first party as security (as mentioned in clause 26 of the lease agreement) would be adjusted by the second party towards all the arrears of service tax, water tax, interest on late payments etc. etc. as on date and the second party after the adjustment of this amount will not lay any claim against the first party towards the arrears of service tax, water tax, interest on late payment etc. etc. Beside this the second party after adjusting this amount of Rs.2 lacs will also not claim double the amount of rent from the first party till 31.3.2017.*

3. *WHEREAS the first party has also undertaken to pay the monthly rent at rate of Rs.51750/- in advance to the second party by 7th day of each month i.e. the amount of Sept. 2016 will be paid on or before 7th Sept. 2016 and of Oct. 2016 by 7th Oct.*

2016 and then so on. The first party besides the amount of aforementioned monthly rent would also pay a sum of Rs.575/- per month towards water charges and the amount of service tax @ 15% to the second party on the aforesaid amount of rent in each month alongwith rent payable to second party w.e.f. August 2016. The rent of succeeding months alongwith these amounts would be paid by the first party in advance by 7th of each month as stated above.

4. WHEREAS both the parties have further agreed that in case the first party defies any of the present agreed terms & conditions then it shall not only be liable to be evicted by way of filing an execution application in the court by the second party but even the first party will become liable to pay the double to the amount of rent payable and further the first party would become liable to bear

all the costs and expenses which the second party is required to incur in seeking the enforcement of the terms and conditions of this agreement. Besides above, the first party in such a situation would be liable to be proceeded against and punished under the Contempt of Courts Act as well.

5. *WHEREAS both the parties have also agreed that the second party would be eligible and entitled to seek the refund of the amount of court fee affixed by it while filing Civil Suit no.127-C of 2013.*

6. *WHEREAS both the parties are agreeable that a compromise decree on the basis of this compromise may be passed by the Hon'ble Court and the Civil Revision No.4437 of 2015 as well as Civil Revision No.2379 of 2016 preferred by first party before the Hon'ble High Court and the Civil Suit No.127-C of 2013 filed by second party against first party may be ordered to be disposed off in*

*terms of this compromise which may be taken on
record as Ex.C-1.*

The compromise has been executed between the parties. Both the parties have signed the same in token of confirmation. Both the learned counsel for the parties have also affixed their signatures as witnesses to the compromise. Both the parties are present in Court.

According to the aforesaid settlement, petitioner has been given time upto 31.03.2017 to vacate the premises in question and to hand over vacant possession of the premises to the respondent-landowner towards full and final settlement in respect of pending dues towards the petitioner. A settlement has been arrived at between the parties, whereby both the parties have settled that an amount of Rs.2 lacs which has already been deposited by the petitioner would be adjusted towards full and final claim of the respondent towards the same as on date. Other conditions of settlement would also be abide by the parties to the lis. Both the parties are ad idem that the aforesaid civil revisions can be disposed

of in the light of compromise arrived at between the parties. A copy of compromise is taken on record as Ex.C-1 and the same will form part of the order.

Ordered accordingly.

Disposed of.

Both the parties would make necessary statement before the trial Court for final disposal of the suit in accordance with law.

So far as claim regarding Court fee is concerned, respondent would be at liberty to move appropriate application before the trial Court and in the event of filing of such application, the same shall be decided in accordance with law.

Both the parties are directed to appear before the trial Court on the date already fixed i.e. 08.09.2016.

16.08.2016
jyoti Y.

(RAJ MOHAN SINGH)
JUDGE

Whether speaking/reasoned **Yes/No**

Whether reportable **Yes/No**