

**IN THE HIGH COURT OF PUNJAB AND HARAYANA AT CHANDIGARH
103**

COCP-1250-2017

Date of decision: 17.05.2017

Roop Lata

...PETITIONER

VS.

Naveen Kumar

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH

Present: Mr. Akshay Kumar Jindal, Advocate,
for the petitioner.

AUGUSTINE GEORGE MASIH, J. (ORAL)

Petitioner has approached this Court alleging violation of the undertaking given by the respondent in pursuance to the order dated 31.05.2016 (Annexure P-2) passed by this Court in C.R. No. 2455 of 2016 and the order dated 10.11.2016 (Annexure P-3) passed in CM No. 22389-CII of 2015 in RA No. 280-CII of 2016.

It is the contention of the learned counsel for the petitioner that the respondent, as per the order dated 31.05.2016, was required to give an undertaking to pay up to date arrears of rent within a period of one month from the date of the order, which undertaking was given by him but despite an undertaking being given by the respondent, although the vacant possession has been received by the petitioner but the arrears have not been paid till date. He contends that the respondent has, therefore, violated the undertaking given before the Executing Court.

for the petitioner and with his assistance, have gone through the order dated 31.05.2016 passed by this Court. A perusal of the same would show that the Court had not determined that there was actual arrears of rent because it has been observed as follows:-

“ He further undertakes to pay up to date arrears of rent, **if any**, within a period of one month from today.”

The word 'if any' qualifies the arrears and, therefore, it cannot be said that the respondent was actually in arrears of rent. Learned counsel for the petitioner has further referred to the order dated 21.01.2016 passed by the learned First Appellate Court to impress upon the Court that there were arrears to be paid by the respondent but there again, it has been mentioned that the arrears of rent had to be paid if there were any. The word 'if any' puts a question with regard to the claim of the petitioner, which had not been determined by any of the Courts. It, therefore, cannot be said that the undertaking, which was given by the respondent before the Executing Court in pursuance of the order dated 31.05.2016 passed by this Court, stands violated which would come within the ambit of contempt having been committed by the respondent.

The petition, therefore, stands dismissed.

May 17, 2017

pj

**(AUGUSTINE GEORGE MASIH)
JUDGE**

Whether speaking/reasoned: Yes

Whether Reportable: No