

**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

Date of decision:17.02.2017

Veena Verma

.....Petitioner

v.

Group Captain Satya Pal Dauley VSM

.....Respondent

Coram: Hon'ble Mr.Justice Jaswant Singh

Present:- Mr.Jagnahar Singh,Advocate alongwith tenant/
petitioner-Veena Verma

Mr.Satinder Khanna,Advocate with landlord/
respondent-Group Captain Satya Paul Dauley VSM

Mr.Ashok Bhardwaj,Advocate

Jaswant Singh,J.

On 11.1.2017 the following order was passed:-

“It transpires that Veena Verma, tenant had filed the present contempt alleging that the the landlord-Group Captain Satya Pal Dauley, VSM had forcibly removed her household articles from the demised premises in violation of the stay order granted by this Court on 25.07.2014 in the pending revision filed by the tenant against her eviction orders passed by the Appellate Authority. During the course of proceedings on 14.08.2015, on examination of the material on record this Court dismissed the contempt petition and proceeded to issue notice for contempt to the tenant Veena Verma on account of creating false evidence and making mis-statement before this Court as also

before the Courts below.

Upon issuance of contempt notice, Veena Verma tried to shift the blame on her counsel Mr. B.B. Gautam, Advocate pursuing her case before the Courts below. Without going into much details, it is conceded position that the tenant Veena Verma had prepared a draft dated 31.01.2013 for a sum of Rs.1,64,500/- in favour of the landlord towards outstanding arrears of rent. She had concededly filed an affidavit in July 2014 before the Rent Controller to the effect that the said payment had been made to the landlord, although she had herself got the draft cancelled on 4.3.2013 and the said amount credited back to her account in the same bank.

During the course of arguments, the petitioner Veena Verma is unable to refute the aforesaid factual position.

After hearing learned Counsel for the parties and balancing the equities it is deemed appropriate to direct Veena Verma to pay a sum of Rs.25,000/- (rupees twenty five thousand only) as compensation towards resolving the entire dispute pending between the parties. The landlord is present in Court and has graciously agreed to bury the hatchet provided petitioner-Veena Verma honours the directions passed by this Court.

Tenant-Veena Verma prays for one months time to make the payment of Rs.25,000/- by way of demand draft payable to be landlord.

*List on **14.02.2017**.*

To be shown in urgent.”

At the time of hearing today counsel for the tenant-contemner has handed over DD No.488938 dated 13.2.2017 for a sum

of Rs.25,000/- drawn on Punjab and Sindh Bank,Chandigarh (photocopy of draft retained on record) in terms of the understanding arrived at on the previous date of hearing. The demand draft has been accepted by the respondent/landlord and states that he is satisfied and the entire dispute between the parties is over.

In view of the aforesaid gracious stand of the landlord no further proceedings are warranted and the present contempt petition is disposed of as having become infructuous.

17.02.2017
joshi

(Jaswant Singh)
Judge

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No