

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

**Civil Revision No.1162 of 2017 (O&M)
Date of Decision: 23.10.2017**

Deputy Mal

..... Petitioner

Versus

Prem Chand

..... Respondent

CORAM: HON'BLE MR. JUSTICE JASWANT SINGH

Present: Mr. S.P.Garg, Advocate for the petitioner/tenant.

Mr. Anil Bansal, Advocate for the respondent/landlord.

JASWANT SINGH, J. (ORAL)

The tenant is in revision directed against the concurrent findings recorded by both the Authorities below, whereby he has been evicted from the demised shop bearing No.19-B, situated at new Grain Market, Nabha, District Patiala, on the ground of personal necessity of the landlord-Prem Chand by learned Rent Controller, Nabha, vide impugned order dated 21.12.2015; and the findings thereof duly affirmed by learned Appellate Authority, Patiala, vide impugned order dated 03.01.2017.

This Court, upon hearing of the matter, was not inclined to interfere on merits of the case and, therefore, the prayer was restricted to grant of time to vacate the premises, as is noticed in the order dated 17.02.2017, passed by this Court.

Subsequently, an affidavit dated 01.03.2017 stands filed, whereby the petitioner has restricted his prayer for time to vacate the premises till 30.06.2018, as is noticed in the order dated 01.03.2017, passed by this Court.

Upon notice, the respondent/landlord has put in appearance through his Counsel.

It is a conceded position that the rent for the demised shop is being paid at the rate of Rs.2500/- per month and there are no arrears pending as on date.

Learned Counsel for the petitioner/tenant submits that his client would withdraw the present revision provided time is granted to vacate the premises till 30.06.2018 as per the affidavit dated 01.03.2017. He, however, agrees to pay future rent payable w.e.f. 01.11.2017 at the rate of Rs.3000/- per month.

Learned Counsel for the respondent/landlord had initially resisted, however, has come around to accept the aforesaid proposal of the tenant.

In view of the aforesaid agreed stand, the present civil revision is dismissed as withdrawn, however, the petitioner/tenant is granted time to vacate the demised shop till 30.06.2018 subject to clearance of all arrears of rent at the rate of Rs.2500/- per month, if any; and the payment of future rent at the rate of Rs.3000/- per month w.e.f. 01.11.2017 to 30.6.2018, by 10th of each calendar month. The petitioner shall hand over the peaceful and vacant possession of the demised shop to the landlord on or before 30.06.2018, as per his affidavit dated 01.03.2017. The petitioner shall be bound by his aforesaid undertaking.

Needless to say that any violation of the aforesaid terms shall entitle the landlord to seek his eviction forthwith with police help, if necessary without recourse to any other remedy besides the petitioner/tenant making himself liable in contempt proceedings.

October 23, 2017

Gagan

(JASWANT SINGH)
JUDGE

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>