

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

Civil Revision No.1413 of 2014 (O&M)

Date of Decision: 17.07.2017

Parveen Kumar

..... Petitioner

Versus

Naresh Kumar

..... Respondent

CORAM: HON'BLE MR. JUSTICE JASWANT SINGH

Present: Mr. Akshay Bhan, Senior Advocate assisted by
Mr. Santosh Sharma, Advocate for the petitioner/tenant.

Mr. Heman Aggarwal, Advocate for the respondent/landlord.

JASWANT SINGH, J. (ORAL)

The tenant is in revision aggrieved with the concurrent findings recorded by both the Authorities below, whereby he has been ordered to be evicted from the demised shop on the ground of personal necessity of the respondent/landlord-Naresh Kumar.

The property is situated in the Main Bazar, Naraingarh, District Ambala and concededly is in the joint ownership of the respondent/landlord along with his family members.

Learned Rent Controller, Naraingarh, vide judgment dated 17.01.2012 has established the relationship of the landlord and tenant, and also the personal necessity of the son of the landlord for opening a Computer Shop. The findings have been duly affirmed by the Appellate Authority, Ambala, vide judgment dated 03.12.2013.

The contention of the tenant that he had purchased 40% share in the demised shop from other family members and, therefore, not liable to be evicted, has been rejected by both the Authorities in view of the settled law that co-ownership of a portion of the demised premises does not lead to cessation of the relationship of a landlord and a tenant.

This Court had referred the parties for mediation, which ultimately failed.

It is also admitted that a partition suit at the instance of the tenant stands filed and is at the final stage. It also cannot be disputed in law that possession of the tenant in the demised shop is actually the constructive possession of the landlord.

At the time of hearing, learned Counsel for the petitioner/tenant, on instructions from his client, who is present in the Court, prays for grant of reasonable time to vacate in view of 40 years of tenancy.

The prayer is reasonable and, therefore, accepted.

In view of the aforesaid circumstances, this petition is disposed of with a direction that nine months' time commencing w.e.f. 01.08.2017 is granted to the petitioner-tenant for making alternative arrangement subject to his furnishing an undertaking on or before 31.07.2017 before the Court of learned Rent Controller concerned that he shall hand over actual physical vacant possession of the demised premises to the respondent-landlord by 30.04.2018. The undertaking shall also state that the entire arrears of rent, if any, at the previous rate have been cleared and that he shall continue to pay the rent in advance by 7th of each calendar month at the rate of Rs.5000/- per month w.e.f. 01.08.2017 till 30.04.2018. Needless to say that any violation of the 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.

July 17, 2017
Gagan

(JASWANT SINGH)
JUDGE

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