

**102 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CM Nos.6786-87-CII of 2015 with
CM Nos.17356-57-CII of 2017 in/and
CR No.3505 of 2008 (O&M)
Date of Decision: September 13, 2017

Mansa Devi and others

..... Petitioners

Versus

Raghunandan (deceased) through LRs

..... Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. K. S. Ahluwalia, Advocate
for the petitioners.

Mr. Divanshu Jain, Advocate
for the respondents.

DEEPAK SIBAL J. (ORAL)

The respondent-landlord had filed a petition under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 seeking therein the eviction of the petitioner from Barsati portion of House No.2320, Sector-22/C, Chandigarh (for short 'the tenanted premises') on the ground that the respondent needed the tenanted premises for his own use.

Through order dated 24.12.2004, the Rent Controller, Chandigarh dismissed the respondent's petition. Such order, on appeal, was reversed by the Appellate Authority, Chandigarh giving a cause to the petitioner to knock the doors of this Court through the present petition.

On 22.07.2010, the petition was admitted for regular hearing.

It was further directed that the petitioner shall not be evicted during the

pendency of the revision petition. While the matter was pending before this Court, the respondent-landlord filed an application seeking determination and deposit of the mesne profits for the use and occupation of the tenanted premises by the petitioner from the date of order of eviction. On such application, notice was issued to the non-applicants/petitioners, who filed reply. However, before the application could be finally adjudicated upon, a joint affidavit of all the three petitioners has been filed through which the Court is informed that the parties have amicably resolved the matter. The affidavit is ordered to be taken on record as Mark 'A'.

As per the above affidavit, the petitioners have undertaken to hand-over the physical vacant possession of the tenanted premises to the respondents on or before 12.11.2018 and in lieu thereof, the respondents have undertaken not to charge any rent as also to forfeit any claim for past or future mesne profits. It is further undertaken by the petitioners that if they fail to hand-over the tenanted premises to the respondents on the above committed date, the respondents shall have the right to get the same vacated through the process of law along with due mesne profits.

Learned counsel for the respondents admits to the contents of the afore-referred affidavit.

In view of the above as also by consent of the parties, the main petition, which had been admitted for regular hearing, is taken on board.

On prayer made by learned counsel for the petitioners, the petition is ordered to be withdrawn. However, in terms of the settlement

between the parties as noted above, the petitioners shall vacate the tenanted premises on or before 12.11.2018 and in lieu thereof, the respondents shall neither charge any rent from them till the time they occupy the tenanted premises nor would take any claim mesne profits for the past, present or future from them.

While directing that both the parties shall remain bound by the terms of the above affidavit (Mark 'A'), it is observed that if either of the parties violate any of the agreed terms contained in the above affidavit, they shall make themselves liable to be proceeded against under the Contempt of Courts Act, 1971 and in case the petitioners do not vacate the tenanted premises as agreed by them on or before 12.11.2018, the respondents shall have the right to get the premises vacated by seeking police help, if necessary.

**(DEEPAK SIBAL)
JUDGE**

September 13, 2017

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Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No