

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CR No. 312 of 2016 (O&M)
Date of Decision: 06.10.2017

Mahinder Pratap Arora and another

...Petitioners

Vs.

Adesh Garg

...Respondent

CORAM:-HON'BLE MR.JUSTICE RAJIV NARAIN RAINA

Present: Mr. Narender Pal Bhardwaj, Advocate,
for the petitioners.

Mr. Divanshu Jain, Advocate,
for the respondent.

RAJIV NARAIN RAINA, J. (Oral)

1. This Court is happy to note that the parties have sat together and agreed to the following terms *ad idem* which disposes of the dispute finally as compromised:-

- i. The tenant will vacate the premises by 31.03.2018.
- ii. He shall give an undertaking before the Rent Controller within 15 days by way of an affidavit from the date of receipt of certified copy of this order that he would quit and handover peaceful and vacant possession of the demised premises at Ambala to the respondent landlord on or before the date fixed in (i) above.
- iii. It is agreed between the parties that the tenant will not be liable to pay arrears and future mesne profits till the date of eviction, which means that he shall occupy the demised premises free of rental/damages except charges/tariff for use of utilities i.e electricity, water and local taxes, if any, all of which shall be payable by the tenant and the amounts metered and bills presented by the authorities cleared before he leaves the demised

property. Any balance due after handing over possession of the demised premises on this account shall also be the liability of the petitioners duly to be discharged.

iv The tenant undertakes that he would not call in question this order in any Court nor seek review for any reason whatsoever or air any grievance not expressed today at the hearing and in the conclusion of the case.

2. This order is recorded in the presence of both sides who are present in Court today and identified by their respective counsel. The tenants i.e. Mr. Mahinder Pratap Arora and Mr. Varinder Kumar and the landlord Mr. Adesh Garg have nodded their approval to the present compromise to this Court today.

3. Breach of this compromise will invite contempt jurisdiction. Breach would also mean that landlord can take police help, if the need arises to evict the tenants with reasonable force on and after the date fixed. This Court trusts that such a situation will not arise.

4. The revision petition is disposed of in the above terms.

(RAJIV NARAIN RAINA)
JUDGE

06.10.2017
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<i>Whether speaking/reasoned</i>	<i>No.</i>
<i>Whether reportable</i>	<i>No</i>