

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

**Civil Revision No. 4247 of 2015 (O&M)  
Date of Decision: 19.12.2017**

Brij Mohan

..... Petitioner

**Versus**

Surjit Kaur and another

..... Respondents

**CORAM: HON'BLE MR. JUSTICE JASWANT SINGH**

Present: Mr. Sukhdip Singh Brar, Advocate  
for the petitioner-tenant.

Mr. Divanshu Jain, Advocate  
for the respondents-landladies.

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**JASWANT SINGH, J. (ORAL)**

Petitioner-tenant (Brij Mohan) is in revision against the concurrent findings recorded by the Authorities below, whereby he has been evicted from the demised shop, situated in the urban area of Mahilpur, Tehsil, Garhshankar, fully detailed in the eviction petition, on the ground of '*personal necessity of the landlady*' by the Rent Controller, Garhshankar, vide judgment dated 30.07.2013; the findings thereof duly affirmed by the learned Appellate Authority, Hoshiapur, vide judgment dated 26.02.2015; and the petitioner-tenant was directed to hand over vacant possession of the demised shop in question.

The admitted rate of rent is Rs. 125/- per month, which stands deposited till March 2018 by the petitioner-tenant.

This Court vide order dated 03.11.2017 had ascertained the *mesne profits* to be paid @ Rs. 2500/- per month over and above the rent payable with effect from the date of the order dated 26.02.2015 passed by

the Appellate Authority, Hoshiarpur, affirming the eviction order dated 30.07.2013 passed by the Rent Controller, Garhshankar. The arrears payable till today admittedly come around ₹ 84,000/- (Eighty Four Thousand only).

It is also conceded that no amount towards arrears in compliance of the order dated 03.11.2017 has been paid by the petitioner-tenant, therefore, the interim protection granted by this Court vide order dated 01.03.2016 stands vacated and the eviction order can now be executed by the landlady.

The petitioner-tenant has moved an application bearing **CM No. 27348-CII of 2017** seeking extension of time to deposit *mesne* profits, without explaining any basis for seeking such extension.

However, at the time of hearing, counsel for the landlady has made an offer that in case the petitioner-tenant vacates the shop in question within one year w.e.f **01.01.2018**, the landlady is willing to forego the arrears of *mesne profits*, as also the future rent for the period w.e.f. **01.04.2018** till the date of handing over the possession of demised shop, i.e., **31.12.2018**.

In response, counsel for the petitioner-tenant, on instructions from his client, who is present in Court, accepts offer of the landlady. He, in view of such acceptance, prays for permission to withdraw the present revision petition.

In view of the aforesaid agreed stand of both the parties, present petition is **dismissed as withdrawn**, however, time commencing w.e.f. **01.01.2018** is granted to the petitioner-tenant for making alternative arrangement subject to furnishing his undertaking by **20.01.2018** before the

Court of learned Rent Controller, Garhshankar, that he shall hand over actual physical vacant possession of the demised shop in question to the respondents/landlady by **31.12.2018**.

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

Since the main revision petition has been dismissed as withdrawn, therefore, no order is required to be passed in the pending miscellaneous application(s), if any.

**December 19, 2017**

*'dk kamra'*

**( JASWANT SINGH )  
JUDGE**

|                                  |               |
|----------------------------------|---------------|
| <i>Whether Speaking/reasoned</i> | <i>Yes/No</i> |
| <i>Whether Reportable</i>        | <i>Yes/No</i> |