

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

(1) Civil Revision No.4239 of 2017 (O&M)

Bakshish Singh

..... Petitioner

Versus

Satpal Raheja

..... Respondent

(2) Civil Revision No.4241 of 2017 (O&M)

Bakshish Singh

..... Petitioner

Versus

Satpal Raheja

..... Respondent

Date of Decision: 26.09.2017

CORAM: HON'BLE MR. JUSTICE JASWANT SINGH

Present: Mr. Sandeep Chhabra, Advocate for the petitioner-tenant
(in both the petitions).

Mr. Rajesh Lamba, Advocate for the respondent-landlord
(in both the petitions).

JASWANT SINGH, J. (ORAL)

This common order shall dispose of both the aforesaid revisions filed by the tenant.

In Civil Revision No.4239 of 2017, the tenant is assailing the provisional assessment of rent for the demised shop, situated in a portion of House No.5-D/110, NIT, Faridabad (fully detailed in the eviction petition) at the rate of Rs.10,000/- per month, payable for 36 months along with interest, totaling a sum of Rs.4,30,000/-, as determined by learned Rent Controller, Faridabad, vide order dated 28.03.2017, duly affirmed by learned lower Appellate Authority, Faridabad, vide order dated 26.05.2017.

In Civil Revision No.4241 of 2017, the tenant is assailing the order dated 10.04.2017, passed by learned Rent Controller, Faridabad, whereby his eviction from the demised shop has been ordered on account of non-payment of the rent, provisionally assessed, within the stipulated time; and the order dated 26.05.2017, passed by learned lower Appellate Authority, Faridabad, upholding the eviction order, while dismissing the appeal of the tenant.

In view of the contention raised on behalf of the tenant that the provisional rate of rent was not correctly assessed, and also the interest levied was on a period for more than three years, this Court vide common order dated 03.07.2017 had issued notice to the landlord, while staying the execution of the eviction decrees.

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

During the course of hearing, the parties through their Counsel have arrived at an amicable settlement. It has been agreed that the tenant would clear all the arrears of rent payable w.e.f. 01.05.2013 (i.e. three years prior to the date of filing of Rent Application on 06.05.2016) at the rate of Rs.4000/- per month, payable till 30.09.2017 to be paid by the 10th of each calendar month in five equated monthly installments effective w.e.f. 01.10.2017.

Learned Counsel for the tenant, keeping in view his commercial tenancy since the year 1979, has prayed for 02 years' time to relocate and for this period, he shall pay enhanced rent at the rate of Rs.10,000/- per month.

In response, learned Counsel for the landlord has agreed for grant of 02 years' time to the tenant to relocate subject to payment of said enhanced rent for such period.

In view of the aforesaid agreed stand, both the aforesaid petitions are dismissed as withdrawn, however, subject to grant of 02 years' time to the tenant

w.e.f. 01.10.2017 to 30.09.2019 to hand over actual physical vacant possession of the demised shop to the landlord. The tenant shall file an undertaking before the Court of learned Rent Controller concerned by 11.10.2017 stating that he shall clear arrears of rent w.e.f. 01.05.2013 till 30.09.2017 at the rate of Rs.4000/- per month to be paid by the 10th of each calendar month in five equated monthly installments effective w.e.f. 01.10.2017. The undertaking shall also state that he shall, over an above, pay the future rent in advance at the rate of Rs.10,000/- per month by 10th of each calendar month for the aforesaid period of 02 years i.e. w.e.f. 01.10.2017 to 30.09.2019 granted to the tenant to relocate.

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.

September 26, 2017

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(JASWANT SINGH)
JUDGE

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