

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

**Civil Revision No.4639 of 2013 (O&M)
Date of Decision: 17.07.2017**

M/s Suzuki Art Press

..... Petitioner

Versus

Jagtar Singh

..... Respondent

CORAM: HON'BLE MR. JUSTICE JASWANT SINGH

Present: Mr. Sanjay Tangri, Advocate for the petitioner/tenant.

Mr. K.S.Dhillon, Advocate for the respondent/landlord.

JASWANT SINGH, J. (ORAL)

The tenant is in revision directed against the order dated 01.05.2013, passed by the Rent Controller, Jalandhar, whereby on the application under Section 13-B of the East Punjab Urban Rent Restriction Act, 1949 of the NRI Landlord-Jagtar Singh, the leave to contest has been denied and eviction from the demised premises (fully detailed in the eviction application) has been ordered.

This Court, while issuing notice of motion on 05.08.2013, had stayed the dispossession of the tenant subject to clearance of all arrears of rent, and also due payment by 10th of each month for future.

Learned Counsel for the respondent/landlord, on instructions from his power of attorney holder-Tarlok Singh, is unable to state the position regarding arrears of rent, if any, up to date.

Be that as it may, that position can be clarified by the Executing Court/Rent Controller concerned.

Learned Counsel for the petitioner has filed an affidavit dated 17.07.2017 of Krishan Lal, the proprietor of the petitioner firm-tenant, indicating the time required till 30.06.2018 to hand-over the vacant possession of the demised premises. The aforesaid affidavit is taken on record. Copy of the same has been furnished to learned opposite Counsel.

Learned Counsel for the landlord, on instructions, accepts the stated time required for vacating the premises subject to clearance of all arrears of rent.

In view of the aforesaid circumstances, this petition is disposed of with a direction that twelve 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 21.08.2017 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 31.07.2018. 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 same rent in advance by 7th of each calendar month w.e.f. 01.08.2017 till 31.07.2018. 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>