

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

CM No.24536-CII of 2017 in/and

CR No.4903 of 2016

Date of Decision: December 15, 2017

Ravi Kumar Bagga

..... Petitioner

Versus

Rajesh Kumar Mittal and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. Arshdeep Bhullar, Advocate
for the non-applicant/petitioner.

Mr. Dinesh Kumar Jangra, Advocate
for the applicants/respondents No.1 to 6.

DEEPAK SIBAL J. (ORAL)

CM No.24536-CII of 2017

Through this application, preponement of the date of hearing of the main case, is sought for.

After going through the contents of the application and hearing learned counsel for the parties, the prayer made in the application is allowed. Resultantly, the main case is preponed from 08.02.2018 to today and with the consent of learned counsel for the parties, the matter is taken on board.

CM stands disposed of.

CR No.4903 of 2016 (O&M)

The respondents-landlords through a petition filed under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 (as applicable to UT, Chandigarh), sought eviction of the petitioner from the

ground floor of SCO No.263, Sector 35/D, Chandigarh (for short 'the tenanted premises') on the ground that the respondents needed the tenanted premises for their own use. Through order dated 31.10.2014, the Rent Controller, Chandigarh ordered the petitioner's eviction. Such order was challenged by the petitioner by way of an appeal. The Appellate Authority, while staying the petitioner's eviction from the tenanted premises, directed the petitioner to deposit monthly mesne profits at the rate of Rs.85000/- for use and occupation of the tenanted premises. This order was challenged by the petitioner before this Court through **CR No.1132 of 2015-Ravi Kumar Bagga vs. Rajesh Mittal and others** which was dismissed. Thereafter, before the Appellate Authority, the parties entered into a compromise, the relevant extract of which is reproduced as under:-

“they admit the ground of personal necessity of respondent No.1 and undertake to deliver the vacant physical possession of demised premises on or before 31.12.2017. They have already deposited the rent including mesne profits upto 31.10.2015 and have no objection, if the same be released to the respondents-landlords. They further undertake to pay the monthly rent at the rate of Rs.25,525/- with effect from 01.11.2015 till the vacation of the premises i.e. 31.12.2017, or before 10th of every month. In case, they fail to pay the rent for two consecutive months, in that eventuality, the respondents have right to get the possession immediately through execution. Further, in case, they fail to deliver the possession on or before 31.12.2017, then they shall also be liable for Contempt also. Appeal may be disposed of accordingly.”

There was a default by the petitioner in depositing rent at the rate of Rs.25,525/- which led to an application filed by him before the Appellate Authority seeking extension in the deposit of rent, on the dismissal of which, the petitioner knocked the doors of this Court through the present petition.

Learned counsel for the parties are *ad idem* that the petitioner has paid the entire rent till 31.12.2017 at the monthly rate of Rs.25,525/-. Learned counsel for the petitioner further submitted that he has express instructions from his client that he would hand over the vacant possession of the tenanted premises to the respondents on or before 31.12.2017 as had been agreed by the parties in terms of the afore-quoted compromise arrived at between them before the Appellate Authority, UT, Chandigarh.

In view of the above statement, learned counsel for the parties submit that the present petition has been rendered infructuous.

Ordered accordingly.

(DEEPAK SIBAL)
JUDGE

December 15, 2017

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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No