

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

CR No.5142 of 2017 (O&M)

Date of Decision: September 25, 2017

Raj Kumar Setia

..... Petitioner

Versus

Balwinder Kumar and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. Amandeep Singh Manaise, Advocate
for the petitioner.

Mr. Priyanshu Kamra, Advocate
for the respondents.

DEEPAK SIBAL J. (ORAL)

The respondents-landlords had filed a petition under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 before the Rent Controller, Abohar seeking therein ejectment of the petitioner-tenant from the tenanted premises measuring 11½' x 9'-2½" and from one bath room (comprised of Khasra No.2249/743) bearing Municipal No.BI/1522 situated in Street No.10, at Chowk 7th, Abohar, District Fazilka.

Through order dated 20.01.2016, the Rent Controller, Abohar, while allowing the petition, ordered the eviction of the petitioner from the tenanted premises. An appeal preferred by the petitioner against the aforesaid order passed by the Rent Controller was dismissed by the Appellate Authority, Fazilka through its order dated 17.05.2017. In these circumstances, the petitioner approached this Court through the present petition.

On August 09, 2017, learned counsel for the petitioner, after arguing the matter for some time and having received no favourable response from the Court, submitted that he does press the present petition on merits. However, he prayed that some reasonable time be granted to the petitioner to vacate the tenanted premises, of course, subject to payment of arrears of rent, if any, and future rent.

On the above alternate prayer, notice of motion was issued to the respondents for 18.08.2017.

On 18.08.2017, learned counsel for the respondents-landlords, on instructions from the respondents, submitted that subject to the petitioner's filing an affidavit in that regard, the petitioner may be granted time upto 01.03.2018 to vacate the tenanted premises, subject to clearing of all arrears of rent as also payment of future rent.

An affidavit dated 05.09.2017 in terms of the above offer made by the respondents has been filed in Court today in which the petitioner undertakes to vacate the shop in dispute by 01.03.2018 and further pay monthly rent for the period that the petitioner occupies the tenanted premises. The aforesaid affidavit is ordered to be taken on record as Annexure Mark 'A'.

In view of the above, the petitioner is permitted to occupy the tenanted premises till 01.03.2018, of course subject to payment of any arrears of rent, as also rent for the period that the petitioner occupies the tenanted premises. Such rent shall be paid in advance by the 7th of each month.

It is further directed that the petitioner shall remain bound by the terms contained in the affidavit (Annexure Mark 'A') and in

the event of any violation of its terms, the respondents-landlords would be entitled to seek the petitioner's eviction from the tenanted premises forthwith, as also to initiate against the petitioner proceedings under the Contempt of Courts Act, 1971.

Subject to the above terms, the petition stands dismissed.

(DEEPAK SIBAL)
JUDGE

September 25, 2017

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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No