

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CR No.5511 of 2017 (O&M)

Date of Decision: 21.08.2017

M/s Sian-in-Sian and another

... Petitioners

Versus

Sh. Harbans Singh and others

... Respondents

CORAM:- HON'BLE MR. JUSTICE RAJIV NARAIN RAINA

Present: Mr. Anil Sharma, Advocate,
for the petitioners.

RAJIV NARAIN RAINA, J.(Oral)

1. Having heard the learned counsel for the petitioners at some length I do not find any valid ground is made out to interfere in the orders of the Controller and the Appellate Authority under the Rent Act and the findings returned on change of user as a ground for eviction. Moreover, the landlord is facing resumption proceedings in the Estate Office, Chandigarh for change of use of the building from the one sanctioned at the time of auction/allotment by the UT Administration/Municipal Corporation, Chandigarh, as the case may be. Only to give time to tenant to quit arbitrarily in a fresh petition and dispose it off is not a one sided ex parte affair for this Court since it requires hearing the landlord on the point. Issuing notice to respondent will protract the proceedings in the face of pending execution and put landlord to unnecessary and avoidable expense. Therefore, the method adopted in the proposed order to be passed while affirming the orders of eviction appears to me to be more consistent with natural justice to leave the parties to thrash out the date of departure.

2. The only issue which remains alive is how as to how much time

the tenant should have in the commercial premises to vacate the same and to close business his business in the demised premises and shift elsewhere. The appropriate forum for this would be the Executing Court for parties to settle the matter amicably with a spirit of give and take so that either is not inconvenienced or caused undue hardship.

3. Accordingly, the Executing Court would not, after the parties put in appearance, immediately proceed to execute the decree by warrants of possession and deputing bailiff to help in physical eviction of the petitioning tenant and would instead fix a date and call upon the parties to mutually agree to the time period within which parties think it reasonable for delivery of possession of the demised commercial premises.

4. I have no doubt that parties will easily achieve a settlement at the hands of the Executing Court for recording an undertaking to quit by a mutually settled date, and if not, fix a date itself for the tenant to hand over peaceful vacant possession of the demised premises and to clear arrears of rent/ mesne profits before leaving.

5. Parties would put in appearance personally before the executing Court on the date already fixed or some other date to be given by that Court.

6. With these observations and directions, the petition stands disposed of.

(RAJIV NARAIN RAINA)
JUDGE

21.08.2017
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Whether speaking/reasoned
Whether reportable

Yes
No