

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

Sr. No.112

C.R. No.5829 of 2017 (O&M)
Date of decision: 07.09.2017

Roop Narayan

....Petitioner

versus

Prem Singh

....Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. Arjun Kundra, Advocate
for the appellant.

Mr. Shoaib Khan, Advocate
for the respondent.

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DEEPAK SIBAL, J. (Oral)

Through the present petition filed under Article 227 of the Constitution of India, challenge has been made to order dated 17.08.2017 passed by the Appellate Authority, Panchkula as also to order dated 20.03.2017 passed by the Civil Judge (Junior Division)-cum-Rent Controller, Kalka, through which warrants of possession have been issued in favour of the respondent qua the demised shop located at Main Bazar, Opposite Dhara Mandal, Pinjore, Tehsil Kalka, Panchkula.

After hearing counsel for the parties, the relevant facts which have emerged are that in the year 2013, the petitioner had filed a petition seeking eviction of the respondent from the tenanted premises.

However, during the pendency of such petition, the parties arrived at a compromise the relevant terms of which were that the landlord

shall demolish the demised shop; after raising new construction thereupon again rent out the same to the respondent; a time frame for raising of such construction was stipulated in the compromise; the tenant shall have no concern with the roof of the ground floor of the newly constructed shop; before possession of the shop is handed over to the respondent he shall execute a fresh rent deed as per which he would pay rent @ Rs.4000/- per month to the petitioner with an annual increase @ 8% per year; each year a fresh rent deed would be executed; the reconstructed shop would be made in line with the adjacent shops; if on reconstruction, there is a shortage of three feet in measurement, the respondent shall have no objection and that the measurement of the demised shop was given as 11 feet x 18 feet.

As per the above compromise, the respondent gave the possession of the shop to the petitioner, who after demolishing the same, completed the reconstruction thereupon. However, while doing so there was a delay in completion of the construction and that the newly constructed shop was not in line with the adjacent shops as had been agreed by the parties.

The respondent being of the view that the petitioner had breached the terms of the compromise, as above, refused to enter into a fresh rent deed with the petitioner and instead filed an application before the Executing Court seeking possession of the newly constructed premises on which the impugned orders were passed.

Learned counsel for the parties submit that the afore-referred dispute has now been amicably resolved by the parties. They have agreed that the newly constructed shop, as it exists at the site, would be handed over by the petitioner to the respondent on a monthly rent of Rs.3500/-

with an annual increase of 8%; such arrangement would be on the basis of a fresh rent deed to be executed between them and that on the enhanced rent they shall scribe a fresh rent deed every year.

In view of the above consensus having been arrived at between the parties, the present petition is disposed of with a direction to the parties to execute a fresh rent deed in terms of the above recorded consensus and file the same within one week from the date of receipt of a certified copy of this order before the Executing Court where the execution application filed by the respondent is pending. On receipt of the above fresh rent deed, the Executing Court within three days thereof, would pass appropriate orders to ensure handing over of possession of the demised premise to the respondent.

(DEEPAK SIBAL)
JUDGE

September 07, 2017

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