

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

**Civil Revision No. 7143 of 2015 (O&M)
Date of Decision: 22.12.2017**

Sanjeev Bansal and others

..... Petitioners/Tenants

Versus

Jatinder Kumar

..... Respondent/Landlord

CORAM: HON'BLE MR. JUSTICE JASWANT SINGH

Present: Mr. Chater Bhuj Goel, Advocate
for the petitioners-tenants.

Mr. Sanjay Kaushal, Sr. Advocate, assisted by
Mr. Arjun Shukla, Advocate
for the respondent-landlord.

JASWANT SINGH, J. (ORAL)

Respondent-landlord (Jatinder Kumar) inducted Krishan Kumar as a tenant in the year 1977 in the demised shop situated on G.T. Road, near Ashoka Theatre, Karnal, fully described in the instant eviction petition No. 271 of 2010/2013. Upon the death of Krishan Kumar in the year 2003, his two sons, namely, Sanjeev Bansal, Rajeev Bansal and widow-Sulakshna Bansal, inherited the tenancy.

The landlord filed the aforesaid eviction petition on 19.08.2010 against the tenants/aforesaid LRs of the original tenant, seeking eviction on the ground of '*non-payment of rent @ ₹ 1500/- per month and personal necessity of the landlord*', who is an Orthopaedic Surgeon, for opening his clinic.

The learned Rent Controller, Karnal, vide order dated 22.07.2015 ordered the eviction on the ground of personal necessity of the

landlord and the findings thereof were duly affirmed by the learned

Appellate Authority, Karnal, vide order dated 14.10.2015. Hence, the present revision was filed by the petitioner-tenants, which is being pursued by Sh. Rajeev Bansal, one of the petitioners-LR.

This Court vide order dated 21.10.2015 issued notice of motion and Mr. Girish Agnihotri, Sr. Advocate, alongwith Mr. Bhuvan Vats accepted the notice on behalf of the respondent-landlord.

It is conveyed that an assurance had been furnished on behalf of the landlord that he would not pursue the execution of decree. However, it was alleged by the petitioners-tenants that the possession was taken through the process of the Court on 02.02.2016 by circumventing the circumstances and unfair means. Resultantly, an order dated 03.02.2016 passed by this Court, whereby inspite of the possession having been delivered to the landlord, *status quo* with regard to the property in dispute/demised shop was ordered to be maintained.

Thereafter, the landlord has moved a miscellaneous application bearing **CM No. 15214-CII of 2016** seeking vacation of interim order dated 03.02.2016. On the other hand, counsel for the petitioners-tenants has made an effort to show the manipulative methods adopting by the respondent-landlord to secure the possession.

Be that as it may, with the assistance of the respective counsel, the tenants and the landlord have arrived at an amicable settlement, whereby it is agreed that the tenants would withdraw the present revision petition and all other litigation relating to the demised shop in question, subject to the landlord paying a sum of ₹ 4,00,000/- (Four lacs only) towards full and final settlement of all the claims. It is also stated that Sh.

execution proceedings and the amount be paid to him towards settlement on behalf of all the petitioners-tenants.

In compliance of the above, the respondent-landlord has issued a crossed-cheque dated 22.12.2017 payable to Sh. Rajiv Bansal, which has been accepted by him towards full and final settlement. A photocopy of the said crossed-cheque dated 22.12.2017 has been retained for the purpose of record.

In view of the above, learned counsel for the petitioners-tenants, on instructions from his client-Rajeev Bansal, prays for permission to withdraw the present petition.

Dismissed as withdrawn.

December 22, 2017

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**(JASWANT SINGH)
JUDGE**

<i>Whether Speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>