

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

CR 6916/2017 (O&M)
Date of decision:15.12.2017

Sarup Singh

.....Petitioner

v.

Sheela Devi and another

.....Respondents

Coram: Hon'ble Mr.Justice Jaswant Singh

Present:- Mr.Rajnish Gupta,Advocate or the petitioner/tenant

Jaswant Singh,J,(Oral).

Petitioner/tenant is in revision against concurrent eviction orders passed by the Authorities below, whereby he has been ordered to be evicted from the demised shop on the ground of “bonafide need” vide order dated 29.10.2016 passed by Rent Controller, Samana and the findings thereof affirmed in appeal by the Appellate Authority,Patiala vide order dated 5.7.2017.

After arguing at length and having failed to convince the Court on merits, the learned counsel states that he would not press the instant petition provided some reasonable time is granted. It is submitted that commercial tenancy is since 1996 and petitioner is running a sweet shop in the demised premises. Accordingly, prayer is made to grant reasonable time for the petitioner to shift his business to some other place and vacate the premises. It is further submitted that besides clearing the arrears of rent at the admitted rate of Rs.3705/- per month, petitioner is also willing to pay future rent at the rate of Rs.5000/- per month for the time so granted by this

Court. It is further submitted that no mesne profits have been determined.

Prayer is reasonable and hence accepted.

In view of nature of the order being passed, it is not felt necessary to issue notice to the respondent/landlord so as to avoid delay in the matter and to save him from unnecessary litigation expenses.

In view of the above, this petition is dismissed as not pressed, however, 1-1/2 years' time commencing w.e.f. 01.01.2018 is granted to the petitioner-tenant for making alternative arrangement subject to his furnishing an undertaking on or before 10.1.2018 before the Court of learned Rent Controller concerned, that he shall hand over actual, physical and vacant possession of the demised premises to the respondent/ landlord by 30.06.2019. The undertaking shall also state that the entire arrears of rent, if any, at the admitted rate of Rs.3705/- per month have been cleared till 31.12.2017 and petitioner shall pay future rent @ Rs.5000/- per month by 10th of each calendar month.

Needless to say that any violation of the aforesaid terms shall entitle the landlord to seek his eviction forthwith with police help, if necessary without recourse to any other remedy besides the petitioner-tenant making himself liable in contempt proceedings.

15.12.2017
joshi

(Jaswant Singh)
Judge

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No