

CR No.7556 of 2013(O&M)

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

Date of Decision:-16.08.2017

CR No.7556 of 2013(O&M)

Krishna Devi & Anr.

.....Petitioners.

Versus

Smt. Uma Devi & Ors.

.....Respondents.

2

CR No.1067 of 2014(O&M)

Smt. Uma Devi & Ors.

.....Petitioners.

Versus

Krishna Devi & Ors.

.....Respondents.

3

CR No.2216 of 2016(O&M)

Krishna Devi & Anr.

.....Petitioners.

Versus

Smt. Uma Devi & Ors.

.....Respondents.

CORAM:- HON'BLE MR. JUSTICE JASWANT SINGH

Present:- Mr. Rajinder Goyal, Advocate for the Petitioner (s)
(in CR No.7556 of 2013 & 2216 of 2016) and
for respondent nos.1 & 2 (in CR No.1067 of 2014).

Mr. B.R. Gupta, Advocate for the Petitioner (s)
(in CR No.1067 of 2014) and

for respondent nos.1 to 4/landlords (in CR No.7556 of 2013).

Mr. Vikas Bahl, Senior Advocate assisted by
Mr. Nitish Garg, Advocate for respondent nos.1 to 4
(landlords) in CR No.2216 of 2016).

JASWANT SINGH, J.(ORAL)

This common order shall disposed of the aforesaid three civil revision arising out of a common tenancy. Civil Revision Nos.7556 of 2013 & 2216 of 2016 have been filed by the alleged sub tenants of the original tenant Ashok Kumar Mittal, whereas Civil Revision No.1067 of 2014 has been filed by the landlords for enhancement of mesne profits.

The tenant Ashok Kumar Mittal and through him the alleged sub tenants i.e. his brother Subash Chander Mittal and Bhabi Smt. Krishna Devi were ordered to be evicted from the demised premises comprising shop no.177-G, Rajguru Market, Hisar by the learned Rent Controller, Hisar vide order dated 09.10.2010 on the ground of non deposit of arrears of provisional rent within the stipulated time, assessed vide order dated 09.09.2010.

On the previous date of hearing i.e. 24.7.2017 the following order was passed:-

“ The petitioners Krishna Devi and Subhash Chander are the Bhabhi and brother of the original tenant-Ashok Kumar, against whom, the eviction petition was filed by the landlords on the grounds of non-payment of rent and bona fide necessity. The relationship of landlords and tenant with Ashok Kumar is claimed on the basis of a Rent Note dated 13.09.1980. The husband-wife duo/petitioners are claiming to be in joint possession with Ashok Kumar in view of a partnership deed executed with the original tenant, however, no partnership

deed, as per learned Counsel for the landlords, has been placed on record. The petitioners are also claimed to be strangers to the eviction proceedings initiated by the landlords against the original tenant-Ashok Kumar, who has been ordered to be evicted on account of non-clearance of the arrears of provisional assessment of rent vide order dated 09.09.2010 within the stipulated one month. The petitioners against the eviction order filed an appeal, wherein learned Appellate Authority concerned granted stay from the eviction subject to payment of mesne profits at the rate of Rs.12,600/- per month. The appeal, however, was dismissed as not maintainable being strangers to the eviction proceedings. Hence, one revision is against the concurrent eviction order, whereas the other two revision petitions have been filed by the tenant and the landlord(s) aggrieved against the determination of mesne profits at the rate of Rs.12,600/- per month.

At the time of hearing, learned Counsel for the petitioners i.e. strangers to the eviction proceedings prays for some time in order to apprise the Court regarding the outcome of the negotiation going on between the parties.

Adjourned to 16.08.2017.

To be taken up after urgent.

Photocopy of this order be placed on the connected cases. ”

At the time of hearing today, learned Counsel for the petitioner-sub tenants states that the parties have entered into a comprehensive written compromise dated 26.7.2017 which has already been placed on record before the Executing Court. He states that in terms of the compromise the sub tenants have been granted time till 01.02.2019 to vacate the premises subject to certain terms and conditions stated therein. He points out that the landlords have withdrawn the execution applications in terms of the compromise.

In view of the aforesaid factual background, it is agreed that all the present three revision petitions have thus become infructuous in view of the contents of the compromise dated 26.7.2017.

Dismissed as infructuous.

Parties shall be bound by the terms and conditions of the written compromise deed dated 26.7.2017.

(JASWANT SINGH)
JUDGE

August 16, 2017
Vinay

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