

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

CR 7967/2016(O&M)

Date of decision:31.07.2017

M/s Matharoo Electricals Store and others

.....Petitioners

v.

Naresh Pal Singh Bal and others

.....Respondents

Coram: Hon'ble Mr.Justice Jaswant Singh

Present:- Mr.Amit Jain,Advocate for the petitioners/tenants

Mr.Nitin Jain,Advocate for the respondents/landlord.

Jaswant Singh,J,(Oral).

Petitioners-tenants are in revision assailing the judgment of reversal dated 26.9.2016 passed by the Appellate Authority, SAS Nagar whereby their eviction from the demised premises comprising the ground floor and basement of SCF No.104, Phase III-B2, Mohali has been ordered on the ground of personal necessity of the landlord and his wife, while setting aside the order dated 30.10.2014 passed by the Rent Controller, SAS Nagar, dismissing the eviction application of the landlords.

Although, initially the ground of sub-letting was asserted with the pleadings that Gurmukh Singh son of Harbans Singh(ex parte before the Appellate Authority) was the original tenant who had unauthorisedly inducted petitioner no.1,a partnership firm herein with partners-petitioners 2 to 4 and proforma respondent no. 3 namely Karnail Singh son of Joginder Singh(also ex parte before the Appellate Authority), as sub-tenants. The said ground was given up and

subsequently the petitioners were accepted as tenants by the landlords, while giving up the issue before the Rent Controller itself. It is also not in dispute that the Managing Partner-Bharpur Singh and respondent/landlord are around 80 years of age and in the last phase of their lives.

At this stage the relationship of landlord and tenants in respect of demised premises is not disputed. The finding qua rent is that of Rs.21,000/- per month based on rent note dated 17.1.2008 (Exhibit P9), however, the tenants/petitioners are admittedly paying taxes over and above the rent aforesaid.

During the pendency of the present revision petition, an application bearing CM 7947-CII/2017 has been instituted by the landlords seeking determination of *mesne profit* @ Rs.1,48,000/- per month from the date of eviction i.e. 26.9.2016. Reliance has been placed on a registered lease deed dated 29.8.2015 of adjacent SCF No.103 whereby the ground floor and basement of equal measurement have been let out to State Bank of India. In reply dated 2/4.7.2017 filed by petitioner no.2-Bharpur Singh, reliance has been placed upon a registered lease deed dated 24.7.2008 of SCF No.54,Phase IX, Sector 63, SAS Nagar (a faraway Sector), whereby the ground floor and basement of an equal area has been let out for ten years to Vijaya Bank @ Rs.45,000/- per month as rent with 25% increase after five years.

It thus cannot be disputed that the lease deed produced by the landlords is more relevant due to location and time for determination of *mesne profit*.

At this stage, learned counsel for the parties, on instructions, from their respective clients, have arrived at an amicable settlement, whereby it is agreed that petitioners would withdraw the present revision petition provided twelve months' time is granted for vacating the demised premises subject to determination of appropriate rent for these twelve months.

The prayer made on behalf of petitioners/tenants is reasonable and not opposed ,hence accepted.

To balance the equities, it is held that future rent shall be paid at the rate of Rs.60,000/- (Rupees sixty thousand only) per month plus taxes by 7th of each calendar month.

In view of the aforesaid agreed stand, the present revision petition is dismissed as withdrawn, however, the petitioners-tenants are granted twelve months' time w.e.f. 1.8.2017 till 31.7.2018, subject to all the petitioners i.e. partnership firm(petitioner no.1) and its partners namely Bharpur Singh, Harpreet Kaur and Jaswinder Kaur (petitioners 2 to 4) furnishing an undertaking on or before 14.8.2017 before the learned Rent Controller, SAS Nagar that they shall hand over actual, physical, vacant and peaceful possession of the demised shop to the respondents/landlords by 31.7.2018, and that they have cleared all arrears of rent, if any, upto 31.7.2017 at the rate of Rs.21,000/- per month plus taxes; further the petitioners shall pay future rent @ Rs.60,000/- per month plus taxes by 7th of each calendar month for the period of twelve months granted to them commencing from 1.8.2017.

Needless to say that any violation of the aforesaid terms shall entitle the landlords to seek petitioners' eviction forthwith with police help, if necessary, without recourse to any other remedy, besides the petitioners/tenants making themselves liable to be hauled up in contempt proceedings.

Dismissed as withdrawn in the above terms.

31.07.2017
joshi

(Jaswant Singh)
Judge

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