

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Sr. No. 252

CR-978-2012 (O&M)

Decided on : 03.08.2017

Maman Chand

..... Petitioner

VERSUS

S. Aneet Singh Virk

..... Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr.Chetan Mittal, Senior Advocate, with
 Mr.Kunal Mulwani, Advocate, for the petitioner.

 Mr.M.L.Sarin, Senior Advocate, with
 Ms.Hemani Sarin, Advocate, for the respondent.

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DEEPAK SIBAL, J. (ORAL)

Through a petition filed before the Rent Controller, Chandigarh, under Section 13-B of the East Punjab Urban Rent Restriction Act, 1949, the respondent-landlord sought the eviction of the petitioner-tenant from the Basement and Ground Floor of SCO No.2933-34, Sector 22-C, Chandigarh (hereinafter referred to as the “tenanted premises”).

Upon notice, the petitioner appeared and filed an application seeking leave to defend the petition. Finding no merit in the same, the Rent Controller, Chandigarh, through order dated 11.11.2011 dismissed the application, giving a cause to the petitioner to approach this Court through the present petition.

Learned counsel for the parties have submitted that the parties have amicably settled their dispute and in pursuance to such settlement have filed before this Court a compromise deed dated 03.08.2017 alongwith an undertaking by way of an affidavit of the petitioner. The compromise deed alongwith the affidavit is ordered to be taken on record as Annexure 'X'.

As per the above compromise, the petitioner has admitted the ground of personal necessity of the respondent and therefore, seeks leave of this Court to withdraw the present petition. It has further been agreed that the petitioner would be granted time upto 30.11.2017 to hand over the vacant and physical possession of the tenanted premises to the respondent. So far as the payment of mesne profits is concerned, it is agreed that as on date the petitioner has deposited a total sum of Rs.85,64,320/- out of which, with the permission of this Court, the respondent admits to have withdrawn a sum of Rs.69,77,000/-. Thus, a balance amount of Rs.15,87,320/- is still lying deposited with the Registrar of this Court. The parties further agree that the respondent would give to the petitioner a sum of Rs.37,50,000/- in the following manner: -

- i) *The petitioner shall withdraw the amount of Rs.15,87,320/- lying deposited with the treasury;*
- ii) *The respondent-landlord will give the petitioner a Demand Draft of Rs.19,02,680/-; and*
- iii) *Rs.2,60,000/- will be adjusted towards consolidated use and occupation charges for the time till the tenanted premises is finally vacated by the petitioner-tenant by 30.11.2017.*

The above monetary transactions have been agreed to be transacted on the date the petitioner hands over physical and vacant possession of the tenanted premises to the respondent as agreed through the compromise deed (Annexure 'X').

The petitioner further agrees that he shall not induct or hand over the tenanted premises to any third party till the time he hands over the vacant and physical possession of the tenanted premises to the respondent on or

before the agreed date as also to clear all water and electricity dues till the date of handing over of possession.

In view of the above compromise having been arrived at between the parties and on the basis of the prayer made by learned counsel for the petitioner, the present petition is permitted to be withdrawn. The parties would remain bound by the terms of the compromise deed (Annexure 'X'). Any violation of the above compromise deed as also the undertaking attached thereto (Annexure C-1) would entitle the other party to initiate contempt proceedings in accordance with law.

For compliance, the matter be put up before this Court on 30.11.2017.

03.08.2017
shamsher

[DEEPAK SIBAL]
JUDGE

Whether speaking/reasoned	:	Yes / No
Whether reportable	:	Yes / No