

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

CR No.7863 of 2017(O&M)

Date of Decision:-06.12.2017

Vijay Kumar.

.....Petitioner.

Versus

Kewal Krishan.

.....Respondent.

CORAM:- HON'BLE MR. JUSTICE JASWANT SINGH

Present:- Mr. J.S. Thind, Advocate along with Petitioner (tenant)
Vijay Kumar in person.

JASWANT SINGH, J.(ORAL)

Petitioner (tenant)-Vijay Kumar is in revision against the concurrent findings recorded by the Authorities below, whereby he has been ordered to be evicted from the demised premises i.e. shop no.3, G.F. Property No.23, Nehru Colony, Near Masit Baba Meer Shah, Majitha Road, Amritsar on the ground of “*bonafide need*” of the landlord by the Rent Controller, Amritsar vide order dated 14.10.2015 duly affirmed vide judgment dated 10.10.2017 passed by the learned Appellate Authority, Amritsar.

It is also not in dispute that the tenancy is since the year 1992.

After arguing at length and having failed to convince the Court on merits, the learned counsel for the petitioner on instructions from petitioner (tenant) who is present in Court wishes to withdraw the present revision petition provided some reasonable time may be granted to relocate

subject to clearing all arrears of rent at the determined rate of mesne profit i.e. Rs.500/- per month.

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In view of the aforesaid agreed stand, this petition is dismissed as withdrawn, however, six months (06 months) commencing w.e.f. 01.01.2018 is granted to the petitioner-tenant for making alternative arrangement subject to his furnishing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 06.01.2018 before the Court of learned Rent Controller, Amritsar, that he shall hand over actual physical vacant possession of the demised premises to the respondent/landlord by 30.06.2018. The undertaking shall also state that he has cleared all arrears of rent at the rate of Rs.500/- per month payable till 31.12.2017 and continue to pay future rent at the rate of Rs.500/- 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 petitioners-tenants making themselves liable in contempt proceedings.

(JASWANT SINGH)
JUDGE

December 06, 2017
Vinay

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