

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

CR 8235/2017

Date of decision:05.12.2017

Sonia Dhillon

.....Petitioner

v.

Darshana Goyal @ Darshana Rani

.....Respondent

Coram: Hon'ble Mr.Justice Jaswant Singh

Present:- Ms.Promila Nain,Advocate with petitioner/tenant

Mr.Namit Gautam,Advocate with respondent/landlady.

Jaswant Singh,J,(Oral).

Tenant is in revision directed against concurrent findings recorded by both the Authorities below, whereby she has been evicted from the demised premises comprising the stated portion of H.No.22-A, Aggar Nagar, Ludhiana on the grounds of (i) “bonafide necessity”; and (ii) “nuisance of keeping a dog” by the learned Rent Controller, Ludhiana vide order dated 21.11.2016 and findings thereof duly affirmed by the Appellate Authority, Ludhiana vide order dated 13.10.2017.

On the previous dates of hearing, counsel for the tenant having failed to convince the Court on merits had restricted her prayer for grant of sometime to vacate the demised premises.

Upon notice, the respondent landlady has put in appearance through her Advocate.

At the time of hearing today, it has been agreed between the petitioner/tenant and respondent/landlady, who are present in Court, that:-

- (i) the tenant would vacate the premises on or before 30.9.2018;
- (ii) tenant would not keep any dog in the demised premises;
- (iii) the arrears of rent @ Rs.14,000/- per month payable till 31.12.2017 shall be cleared by 5.1.2018;
- (iv) petitioner/tenant and respondent/landlady would share the electricity and water charges for any bills raised hereinafter and payable till the tenant vacates the premises, in the ratio of 60:40 i.e. the tenant would pay 60% of her share of water and electricity bills by way of cheque in favour of respondent/landlady, who would be responsible for clearing the electricity and water dues and ensuring the uninterrupted supply of water and electricity to the demised premises;
- (v) that for the dispute regarding non-payment of the electricity and water charges by the landlady to the extent of her 40% share for the previous bills, the tenant would have her right to recover the same on proof in accordance with law.

In view of the aforesaid agreed terms counsel for the petitioner/tenant prays for permission to withdraw the revision petition.

Accordingly, the present revision petition is dismissed as withdrawn. However, nine months' time w.e.f. 1.1.2018 till 30.9.2018 is granted to the petitioner/tenant to relocate. This is subject to petitioner/tenant filing an undertaking before the Rent Controller, Ludhiana on or before 6.1.2018 that she would handover peaceful and vacant possession to the landlady on or before 30.9.2018 and has cleared arrears of rent payable till 31.12.2017 @ Rs.14,000/- per month and shall continue to pay the future rent at the same rate by 10th of each calendar month.

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

It is further clarified that the parties shall be bound by the aforesaid mutually agreed terms as also the undertaking to be submitted by the petitioner/tenant before the Rent Controller, Ludhiana on or before 6.1.2018. Violation of any of the aforesaid mutually agreed terms/undertaking by either of the parties would render them to be hauled up in contempt proceedings.

05.12.2017
joshi

(Jaswant Singh)
Judge

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