

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

CR No.8406 of 2017(O&M)

Date of Decision:-06.12.2017

M/s Prince Dry Cleaners.

.....Petitioner.

Versus

Smt. Kanika Bansal.

.....Respondent.

CORAM:- HON'BLE MR. JUSTICE JASWANT SINGH

Present:- Mr. Sudhir Aggarwal, Advocate for Petitioner (tenant).

JASWANT SINGH, J.(ORAL)

Petitioner (tenant)-M/s Prince Dry Cleaners is in revision against the concurrent findings recorded by the Authorities below, whereby petitioner has been ordered to be evicted from the demised premises i.e. Booth No.56 (Old No.32), Sector 4, Panchkula on the ground of “*non payment of arrears of rent*” and no time was granted since he has denied the relationship of landlord and tenant by the Rent Controller, Panchkula vide order dated 14.03.2016 duly affirmed vide judgment dated 11.10.2017 passed by the learned Appellate Authority, Panchkula.

It is submitted that petitioner is a tenant in the demised premises since the year 1984 wherein he is engaged in the business of Dry Cleaning.

After arguing at length and having failed to convince the Court

on merits, the learned counsel for the petitioner wishes to withdraw the

present revision petition provided some reasonable time may be granted to relocate subject to clearing all arrears of rent and double the rent for the extended period.

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In view of the aforesaid agreed stand, this petition is dismissed as withdrawn, however, one year (01 year) commencing w.e.f. 01.01.2018 is granted to the petitioner-tenant for making alternative arrangement subject to his furnishing an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, Panchkula, that he shall hand over actual physical vacant possession of the demised premises to the respondent/landlord by 31.12.2018. The undertaking shall also state that he has cleared all arrears of rent at the rate of Rs.2200/- per month payable till 31.12.2017 and continue to pay future rent at the rate of Rs.4400/- 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

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