

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

**C.R. No. 1318 of 2018 (O&M)
Date of decision : 03.04.2018**

Ashwani Kumar

.....Petitioner

versus

Smt.Jaswant Kaur

...Respondent

CORAM: HON'BLE MS. JUSTICE RITU BAHRI

Present: Mr. Anil K. Sagar, Advocate
for the petitioner.

RITU BAHRI, J. (Oral)

Petitioner (tenant)-Ashwani Kumar has filed the present civil revision against the findings recorded by Ld. Rent Controller-cum Civil Judge, (Jr. Divn.) Gurdaspur and the Appellate Authority, Gurdaspur, vide orders dated 10.11.2015 and 12.01.2018, respectively for ejectment of petitioner under Section 13 of the East Punjab Urban rent Restriction Act, 1949, whereby he has been ordered to be evicted from the demised premises.

A perusal of the impugned order(s) show that demised shop was taken by the tenant on rent @ Rs. 130/- per month from the landlord-respondent which was later on increase to Rs.350/- per month and as such, there was relationship of landlord and tenant between petitioner and respondent. The petitioner was in arrears of rent since December, 2001. Since the two sons of the respondent were disobedient and quarrelsome, the respondent wanted to vacate the shop on the ground of personal necessity.

It is further submitted that petitioner (tenant) is running the business in the demised premises.

After arguing at length and having failed to convince the court on

merits, learned counsel for the petitioner (tenant) submits that the petitioner be provided some reasonable time to relocate subject in order to clear all the arrears of rent at the determined rate of rent.

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 her from unnecessary litigation expenses. The prayer being reasonable, is accepted.

Accordingly, this petition is dismissed, however, nine months time commencing w.e.f. 03.04.2018 is granted to the petitioner-tenant for making alternative arrangement, subject to furnishing an undertaking on or before 27.04.2018 before the court of learned Rent Controller, Gurdaspur that he shall hand over actual physical vacant possession of the demise premises (shop) to the respondent/landlord by 24.12.2018. The undertaking shall also state that he has cleared all arrears of rent and shall continue to pay future rent w.e.f. 03.04.2018 at the rate of Rs. 2000/- per month by 10th of each calender month. Needless to say that any violation of the aforesaid terms shall entitle the landlord to seek her eviction forthwith with police help, if necessary, without recourse to any other remedy besides the petitioner-tenant making himself liable in contempt proceedings.

April 03, 2018
G Arora

(RITU BAHRI)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
No