

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR No. 1685 of 2018

Date of decision:- 14.03.2018

Hardayal Singh

...Petitioner

Versus

Harbhajan Singh

...Respondent

BEFORE: HON'BLE MS. JUSTICE RITU BAHRI

Present:- Mr. Dheeraj Mahajan, Advocate,
for the petitioner.

RITU BAHRI J. (Oral)

Petitioner (tenant)-Hardayal Singh has filed the present civil revision against the findings recorded by Ld. Rent Controller, Batala and the Appellate Authority, Gurdaspur, vide orders dated 26.02.2014 and 06.10.2017, respectively, whereby he has been ordered to be evicted from the demised premises i.e. shop bearing No. B-III/278, situated at Guru Nanak Nagar, G.T. Road, Batala, on ground of “personal necessity”.

A perusal of the impugned order(s) show that the landlord (respondent herein) wanted to get the shop vacated on the ground i.e. for settling the business in the shop.

It is also not in dispute that the tenancy is since the year of 1968 when respondent took the shop in dispute on rent from Diwan Singh on 17.07.1968 at a monthly rent of Rs.15/- and later on the rent of shop was increased to Rs.18/- per month. After the death of Diwan Singh, his brother Charan Singh started to receive the rent from the respondent at the same rate. After that petitioner (respondent herein) became the sole owner of the shop in dispute vide sale deed dated 23.09.1997. He has denied that execution of rent deed dated 29.06.1992 and has alleged that same is forged

and fabricated document, but the petitioner has proved the execution of rent deed dated 29.06.1992 by examining Samuel Masih, Marginal witness of rent deed and also by examining Prem Masih, Marginal witness of rent deed and also by examining Prem Masih, Deed Writer, who scribed the rent deed. It is further submitted that petitioner (tenant) is running the business 01.06.1992 in the demised premises.

After arguing at length and having failed to convince the court on merits, learned counsel for the petitioner (tenant) wishes to withdraw the present revision petition provided some reasonable time may be granted 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 him from unnecessary litigation expenses.

The prayer being reasonable, is accepted.

Accordingly, this petition is dismissed as withdrawn, however, 'one year' time commencing w.e.f. 14.03.2018 is granted to the petitioner-tenant for making alternative arrangement, subject to his furnishing an undertaking on or before 31.03.2018 before the court of learned Rent Controller, Ludhiana that he shall hand over actual physical vacant possession of the demise premises (shop) to the respondent/landlord by 13.03.2019. The undertaking shall also state that he has cleared all arrears of rent @ of Rs.18/- per month and shall continue to pay future rent at the rate of Rs. 350/- 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 petitioner-tenant making himself liable in contempt proceedings.

14.03.2018

Riya Grover

(RITU BAHRI)
JUDGE

Whether speaking/reasoned: Yes

Whether reportable : No