

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CR-4175-2018 (O&M)
Date of Decision: 05.07.2018

Jaswant Singh

--Petitioner

Versus

Shiv Raj

--Respondent

CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA.

Present:- Mr. S.K. Yadav, Advocate for the petitioner.

Mr. B.S. Walia, Advocate for the caveator/respondent.

TEJINDER SINGH DHINDSA.J (Oral)

Petitioner/tenant is in revision against the concurrent eviction orders passed by the authorities below and whereby he has been directed to be evicted from the demise premises described as Shop No.36, Indra Enclave, Sector 21-D, Faridabad on the ground of “personal necessity as also non-payment of rent” vide order dated 5.10.2016 passed by the Rent Controller, Faridabad and findings thereof having been affirmed by the appellate authority vide order dated 31.3.2018.

After arguing at length and having failed to convince the Court on merits, learned counsel states that he would not press the instant petition provided some reasonable time is granted to vacate the premises. Counsel submits that the commercial tenancy relates to the year 2009 and the petitioner is running a Beauty Parlor as also a Boutique therefrom. Accordingly, prayer is made to grant a reasonable time for the petitioner to shift his business operations to some other place and to vacate the premises in question. Counsel further submits that he would clear the arrears of rent, if any, @ Rs.6,000/- per month and would be also willing to pay a future rent @ Rs.7,000/- per month for the time so granted by this Court.

At this stage, Mr. B.S. Walia, Advocate, who is present in Court, puts in appearance on behalf of the caveator/landlord and does not object to the prayer raised on behalf of the tenant/petitioner.

Even in the considered view of this Court, the prayer made by the tenant is just and reasonable.

In view of the above, the instant petition is dismissed as not pressed. One year time commencing w.e.f. 1.7.2018 is granted to the petitioner/tenant for making alternative arrangement subject to his furnishing an undertaking on or before 5.8.2018 before the learned Rent Controller, Faridabad that he shall handover actual physical, vacant possession of the demise premises to the respondent/landlord by 30.6.2019. The undertaking shall also state that the entire arrears of rent, if any, at the agreed rate of Rs.6,000/- per month have been cleared till 30.6.2018 and the petitioner/tenant shall pay future rent @ Rs.7,000/- per month w.e.f. 1.7.2018 to 30.6.2019 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 and without recourse to any remedy besides the petitioner/tenant making himself liable to contempt proceedings.

Petition is dismissed in the aforesaid terms.

(TEJINDER SINGH DHINDSA)
JUDGE

05.07.2018

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Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No