

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

CR-6553-2009 (O&M)

Date of Decision: 06.07.2018

Raj Bala (since deceased) through her L.Rs.

... Petitioner(s)

Versus

Bishamber Lal

... Respondent

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

Present:- Mr. S.S. Dinarpur, Advocate for the petitioner(s).

Mr. Apoorv Sangwan, Advocate for
Mr. V.B. Aggarwal, Advocate for the respondent.

...

TEJINDER SINGH DHINDSA, J. (ORAL)

CM-5498-CII-2018:

Instant application has been filed by respondent/tenant for final adjudication of the main case i.e. CR-6553-2009.

It has been stated in the application that with the intervention of the respectables of the locality, a settlement between the parties has been arrived at.

Notice was issued in the application.

Counsel representing the petitioner/non-applicant (landlord) does not oppose the prayer and concedes to the factum of a compromise/settlement.

In view of the above, main revision petition i.e. CR-6553-2009 is taken up for final disposal on Board today itself.

Application is disposed of.

Main case:

Smt. Raj Bala widow of Sh. Jai Parkash has filed the instant

revision petition against the order dated 10.04.2007 passed by the Rent Controller, Pehowa and whereby a petition under Section 13 of the Haryana Urban (Control of Rent and Eviction) Act, 1973 seeking ejectment of Bishamber Lal-tenant from a open site situated within the municipal limits of Municipal Committee, Pehowa on the ground of personal necessity and non payment of rent had been rejected. Further challenge was to the order dated 29.07.2009 passed by the Appellate Authority affirming the order passed by the Rent Controller dismissing the ejectment petition.

Counsel for the parties during the course of hearing today are ad idem that a compromise has been thrashed out between the parties. As per compromise, the landlord has agreed to pay the tenant a sum of Rs.3 lakhs and in view thereof, the tenant (respondent herein) has agreed to vacate the suit property in question.

It so transpires that after filing of the instant petition, Smt. Raj Bala has expired and the petition is now being pursued through her L.Rs. i.e. both her sons and were brought on record.

Learned counsel representing the petitioners i.e. L.Rs. of Smt. Raj Bala (since deceased)-landlord makes a categoric statement that in pursuance to the settlement having been arrived at, a sum of Rs.3 lakhs by way of demand draft has been furnished to Bishamber Lal (respondent herein).

Mr. Apoorv Sangwan, learned counsel representing the tenant/respondent also states that the amount in terms of compromise i.e. Rs.3 lakhs has been duly received. The demand draft of Rs.3 lakhs has been handed over to the tenant/respondent in Court itself.

It is also the conceded position of fact that the respondent/

tenant has already vacated the suit property.

In view of the above, nothing survives in the instant petition and the same is disposed of as infructuous.

06.07.2018

harjeet

**(TEJINDER SINGH DHINDSA)
JUDGE**

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| i) | Whether speaking/reasoned? | Yes/No |
| ii) | Whether reportable? | Yes/No |