

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

CR No.8552 of 2015 (O&M)

Date of decision: 22.02.2018

Baldev Singh and another

...Petitioner(s)

Versus

Jhanghi Ram (deceased) through his LRs

...Respondent(s)

CORAM:HON'BLE MS. JUSTICE RITU BAHRI

Present: Mr. H.S. Dhindsa, Advocate,
for the petitioner(s).

Mr. Abhinashi Singh, Advocate,
for the respondent(s).

Ritu Bahri, J.

Baldev Singh & Jeet Ram-petitioners (tenants) have filed the present petition against the findings recorded by the Rent Controller, Ludhiana and the Appellate Authority, Ludhiana, vide order/judgments dated 16.05.2014 and 31.10.2015 respectively, whereby they have been ordered to be evicted from the demised premises i.e. Shops bearing Property No.1575/1 (old), B.XXI.14327 (New), Bhagwan Nagar, Dholewal, G.T. Road, Ludhiana, on the ground of “personal necessity.”

A perusal of the impugned order/judgment(s) shows that the landlord (respondent herein) wanted to get the shop vacated on five grounds i.e. (i) non payment of arrears of rent, (ii) subletting the tenanted premises by petitioner No.1 to petitioner No.2, (iii) impairing the value and utility of tenanted premises, (iv) premises in dispute was unfit and unsafe for human habitation and; (v) for settling the business of his son in the said shop(s).

Parties are present in Court today. After arguing at length and having failed to convince the Court on merits, learned counsel for the petitioners (tenants) states that petitioner-tenants do not want to contest this petition on merits. However, they seek some reasonable time i.e. 1½ years for vacating the shop in dispute and clearing all the arrears of rent at the determined rate of rent.

In view of the said fact, this petition is dismissed. However, 18 months' time commencing w.e.f. 22.02.2018 is granted to petitioner-tenants for making alternative arrangement, subject to furnishing an undertaking on or before 10.04.2018 before the Court of Rent Controller, Ludhiana that they shall hand over actual physical vacant possession of the demised premises (shop) to respondent-landlord by 22.08.2019. The undertaking shall also state that they have cleared all the arrears of rent and shall continue to pay future rent at the rate of Rs.5000/- per month by 10th of each calendar month.

Needless to say that any violation of the aforesaid terms shall entitle the landlord to seek their eviction forthwith with police help, if necessary, without recourse to any other remedy besides the petitioner-tenants making themselves liable in contempt proceedings.

22.02.2018
ritu/ajp

(RITU BAHRI)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No