

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

**Civil Revision No. 902 of 2009 (O&M)
Date of Decision: 18.01.2019**

Sat Pal Saini

..... Petitioner

Versus

M/s Chandigarh Engineers (Partnership Firm), 143,
Industrial Area, Phase-II, Union Territory, Chandigarh
and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE JASWANT SINGH

Present: Mr. Gaurav Mohunta, Advocate
for the petitioner-tenant.

S/Sh. Ashwani Talwar, Akshay Bansal and
Sahej Mahajan, Advocates
for the respondents-landlord.

JASWANT SINGH, J. (ORAL)

Petitioner-tenant (*Sat Pal Saini*) is in revision, assailing the judgment of reversal dated 03.12.2008 (**Annexure P-1**) passed by the Appellate Authority, Chandigarh, whereby he has been evicted from the demised premises comprising a portion of Plot No. 143, Industrial Area, Phase-II, Chandigarh, while setting aside the order dated 24.10.2005 (**Annexure P-2**) passed by the Rent Controller, Chandigarh, dismissing the eviction petition, filed on the ground of “personal necessity” by the landlord.

This Court vide order dated 18.02.2009 had issued notice of motion and stayed the order of eviction subject to the tenant clearing arrears of rent and continue to pay the rent @ ₹ 1,500/- per month. Subsequently, the revision was admitted vide order dated 27.07.2009, while confirming the

stay order.

Thereafter, respondent-landlord filed an application bearing *CM No. 9436-CII of 2016* seeking determination and payment of *mesne profit* for the demised premises. A Co-ordinate Bench vide order dated 31.01.2017 determined *mesne profit @ ₹ 6,000/-* in addition to the monthly rent to be paid by the tenant three years prior to the date of the application filed on 03.05.2016. The arrears were directed to be cleared at the aforesaid rate by 31.03.2017 with further condition of the deposit of the same by the 7th of each future month.

The tenant having failed to clear the entire arrears by the stipulated 31.03.2017, as also being in default of the deposit of *mesne profit* as per the determined schedule, filed an application bearing *CM No. 8024-CII of 2017* seeking extension of time for clearance of part arrears due for the periods prior to 03.05.2016, as also post the said date.

Upon notice of the aforesaid application bearing *CM No. 8024-CII of 2017* to the landlord, the parties had shown a willingness to arrive at an amicable settlement, whereby the tenant was to hand over peaceful vacant possession of the premises on or before 31.10.2019, in lieu of the landlord foregoing remaining arrears of *mesne profit*, as also payment of future monthly rent due w.e.f. 01.02.2019 till the time of vacation of the premises.

The case was adjourned for today to draw up a written compromise deed by the parties.

At the time of resumed hearing today, counsel for the parties have placed on record a written compromise deed dated 18.01.2019, which

had been agreed upon on the previous date of hearing.

In view of the aforesaid agreed circumstances, the present revision petition is **disposed of as infructuous**, in terms of the compromise deed dated 18.01.2019 (**Annexure-Mark-A**). It is made clear that the parties shall be bound by their stand as taken.

It is further **clarified** that in case, the tenant does not vacate the premises by the stipulated date, the landlord would be free to seek immediate possession through police help, if any, without recourse to any execution proceedings. It is also **directed** that the amount of *mesne profit* lying deposited be released to the landlord.

Since the main case has been decided, no orders are required to be passed in the pending miscellaneous application(s), if any, and the same stand(s) disposed of.

January 18, 2019

'dk kamra'

**(JASWANT SINGH)
JUDGE**

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No