

260

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

**CR No.7967 of 2018
Date of Decision : 28.03.2019**

Gurbachan Singh

Petitioner

Versus

Mohan Tewari

Respondent

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. Shiv Kumar, Advocate
for the petitioner.

Mr. Ankur Malik, Advocate
for the respondent.

AVNEESH JHINGAN, J (Oral):

The present Civil Revision Petition has been filed by the petitioner being aggrieved of order dated 06.08.2018 passed by the Civil Judge (Senior Division), Faridabad [hereinafter referred to as 'the Civil Court'] dismissing the application of the petitioner filed under Order XV Rule 5 of the Code of Civil Procedure, 1908 [for brevity 'CPC'].

The facts of the case are that the petitioner/plaintiff filed a suit for recovery of rent and possession of basement of Shop No.88, situated in HUDA Market, Sector 37, Faridabad. It was alleged that on 29.02.2016, basement of the Shop was

given on rent of ₹9,000/- per month for 11 months and thereafter the respondent defaulted in paying the rent after April, 2016. On notice, the respondents raised a dispute in his written statement that no rent is due. It was further stated that the respondent is no longer in possession of the basement of the Shop. During the pendency of the suit, the petitioner filed an application under Order XV Rule 5 of CPC with a request that the admitted amount of rent has not been paid, thus the defence should be struck off. The Civil Court held that there is no admitted rent to be paid by the defendant. The stand taken by the respondent is that he is not in possession of the basement, hence no case is made out under Order XV Rule 5 of CPC. The application was dismissed, hence the present petition.

Learned counsel for the parties stated that there is a chance of amicable settlement between the parties. Accordingly, the matter was referred to the Mediator in Mediation & Conciliation Centre of this Court.

The matter has been compromised between the parties and report has been sent by the Mediator. The terms of settlement are reproduced below:

“1. There was a dispute between the parties who are landlord and tenant with regard to Basement of Shop No.88 situated in HUDA market, Sector-37, Faridabad. The petitioner-landlord filed the suit for possession, recovery of arrear of rent and compensation against the respondent tenant and the petitioner filed the present

Revision Petition in this Hon'ble Court against the impugned order dated 06.08.2018.

2. *The matter has been referred to Mediation and Conciliation Centre vide an order dated 28.03.2019 of the Hon'ble High Court.*

3. *The parties agreed that Mr.Ajay Kaushik, Advocate would act as their Conciliator/Mediator in the matter of Mediation and Conciliation proceedings.*

4. *During the process of Conciliation/Mediation the parties have with the assistance of the Mediator/Conciliator voluntarily arrived at an amicable solution resolving the dispute.*

5. *The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement/Agreement in the presence of the Mediator/Conciliator.*

6. *The following settlement has been arrived at between the Parties hereto:*

a) *It is settled between the parties that the respondent, tenant shall vacate the aforesaid premises i.e the Basement of Shop No.88 situated in HUDA market, Sector-37, Faridabad on 01.04.2019 and hand over the vacant possession to the petitioner and shall take away all the articles/goods lying in the aforesaid premises belonging to the respondent. Further the respondent shall also withdraw the protest petition filed by him before the Trial Court at Faridabad on or before the date fixed.*

(b) *That son of the petitioner, Baljeet Singh who is present and authorized by his father (petitioner) to make the statement regarding the settlement in the present case. Thus, the said Baljeet singh stated that petitioner will not claim any arrear of rent past or future as claimed in the suit. Further the petitioner will withdraw the quashing petition which has been filed by him in this Hon'ble Court*

against the summoning order and aforesaid complaint on the date fixed i.e 03.04.2019.

(b) Both the parties state that they do not have any other dispute between them.

7. By signing this settlement the parties hereto state that they have no further claims or demands against each other and they have amicably settled all dispute through the process of Conciliation/Mediation and shall not institute any other case against each other with reference to the present claim.

8. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

9. That the parties to this agreement hereby state that they have read the agreement, that they have understood the contents thereof and their execution of agreement is voluntary. Each party has relied upon or has had the opportunity to seek legal advice of their counsel.

10. That it has been further agreed between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or Court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.”

In view of the terms of settlement quoted above, the

Civil Revision Petition is disposed of.

**[AVNEESH JHINGAN]
JUDGE**

March 28, 2019

pankaj baweja

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| 1. Whether speaking/ reasoned | : | Yes / No |
| 2. Whether reportable | : | Yes / No |