

**IN THE HIGH COURT OF PUNJAB AND HARYANAAT
CHANDIGARH**

Civil Revision No. 1881 of 2019(O&M)

Date of Decision: December 04 , 2019.

Punjab & Sind Bank

..... PETITIONER (s)

Versus

Ramesh Kumar Ahuja and others

..... RESPONDENT (s)

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Ms. Neha Rana, Advocate for
Mr. R.N.Lohan, Advocate
for the petitioner.

Mr. Anish Setia, Advocate
for the respondents.

1. Whether reporters of local papers may be allowed to see the judgment?
2. To be referred to the reporters or not?
3. Whether the judgment should be reported in the digest?

LISA GILL, J.

Petitioner-tenant has filed the present revision petition challenging judgments dated 17.03.2017 and 14.11.2018 passed by the learned Rent Controller, Abohar and the learned Appellate Authority, Fazilka, respectively, whereby its ejectment has been ordered.

It is submitted that the matter has been amicably resolved between the parties before the Mediation and Conciliation Centre of this Court. Terms

and conditions of the settlement have been reduced into writing on 21.08.2019.

Settlement dated 21.08.2019 is attached with this file.

The relevant terms and conditions of settlement dated 21.08.2019 read as under:-

“XX XX XX XX XX

6. The parties hereto confirm and declare that they have voluntarily and of their own free will have arrived at this Settlement/Compromise in the presence of the Mediator/Conciliator, which is as follows:-

- (i) Both the parties have agreed that the petitioner/tenant-first party will hand over the vacant possession of the demised premises measuring 3052 Sq. Feet, situated at 6, Circular Road Abohar, District Fazilka under its tenancy to the landlord(s)/second party on or before 30.06.2020.
- (ii) It is further agreed that the first party will pay the arrears of rent including mesne profits as per order dated 16.10.2018 passed by the Appellate Authority, Fazilka on or before 04.09.2019 and will continue to pay the rent including mesne profits in terms of said order dated 16.10.2018 upto the date when the tenant/first party vacates the said demised premises and not later than 30.06.2020 when the first party/tenant has herein undertaken and as agreed upon between the parties to hand over vacant possession of the said demised premises to the landlords-respondents/second party. The said payment of rent as well as mesne profits will be paid by first party/tenant to the landlords/second party in terms of order dated 16.10.2018 passed by the Ld. Appellate Authority, Fazilka within first week of each month.
- (iii) It has been further agreed that in case the petitioner/tenant fails to deliver the vacant possession of the demised premises on or before 30.06.2020 and fails to comply with the order dated 16.10.2018 passed by the Ld. Appellate Authority, Fazilka and also fails to comply with any of the agreed terms herein, in that case, the respondents/landlords-second party shall have the right to enforce order dated 17.03.2017 passed by the Ld. Rent Controller, Abohar and judgment dated 14.11.2018 passed by Ld. Appellate Authority, Fazilka through the process of the Court, besides initiating contempt proceedings in accordance with law.
- (iv) It is further agreed between the parties that the petitioner/tenant-first party will not create any charge, encumbrance over the demised premises and will not create any sub tenancy and will hand over the vacant possession without any damage to the

- property thereof on the agreed date i.e. on or before 30.06.2020.
7. With the execution of the present settlement/compromise, all disputes between the parties will come to an end. None of the parties shall institute any litigation against each other.
8. The present settlement/compromise has been reached between the parties without any pressure. 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. Both the parties undertake that they shall be bound by the terms and conditions mentioned/settled herein in the instant settlement/compromise.

XX XX XX XX XX”

Learned counsel for the parties reiterate that both the parties shall remain bound by the terms and conditions of the settlement and submit that the present petition be disposed of in terms of the settlement arrived at between the parties.

Ordered accordingly.

December 04 , 2019.
'om'

(LISA GILL)
JUDGE

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