IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

Civil Revision No. 53 of 2011
Decided on: 23.12.2020

Ashwani Kumar .....petitioner

Versus

Navleena Multani ..... respondent

.....

Coram
Ms. Jyotsna Rewal Dua, Judge.

Whether approved for reporting?[1]

For the petitioner : **Mr. Y.P. Sood, Advocate.**

For the respondent : **Mr. Neeraj Gupta, Sr. Advocate with Mr. Ajeet Jaswal, Advocate, for the respondent.**

(*through video conference*)

Jyotsna Rewal Dua, J *(Oral)*

CMP No.13876/2020 has been jointly moved by the parties under Order 23 Rule 3 read with Section 151 of Code of Civil Procedure placing on record the compromise arrived between them in settlement of the entire lis and for the disposal of the instant civil revision in terms of the consensus so arrived between the parties. The contents of the application are extracted hereinafter:-

> *"**1**. That the above noted petition arising out of an order of eviction passed by Learned Appellate Authority on 06.01.2011 whereby order dated 31.10.2008 passed by learned Rent*

[1] *Whether reporters of the local papers may be allowed to see the judgment?*

Controller was reversed. The petitioner-application is continuing in possession of the demised premises in question. The petition is pending adjudication before the Hon'ble Court.

2. *That during the pendency of the petition, an application being CMP No.9641 of 2019 was also filed by respondent-applicant, claiming use and occupation charges against petitioner-applicant from the date of order of eviction granted by the learned Appellate Authority on 06.1.2011. The said application is also pending adjudication.*

3. *That the parties to the petition had recently decided to put an end to the litigation by way of an amicable settlement. In furtherance of same, a compromise has been arrived at between the parties which they are desirous of getting recorded by way of present application and are also desirous of getting the present proceedings disposed of on the basis of compromise arrived at between them. The terms of the settlement are as under:-*

> ***(a)*** *That petitioner-applicant has agreed to suffer an order of eviction without any reservation of any further or other right, including "right of re-entry save and except that he undertakes to surrender vacant and peaceful possession of the premises by or before 31st December, 2020. Respondent-applicant has agreed to the same and has also agreed that in lieu of petitioner-applicant suffering order of eviction, respondent-applicant shall pay to petitioner-applicant a total sum of Rs.5,00,000/-(Rupees Five Lakhs) only which amount shall be paid by respondent-applicant to petitioner-applicant on the day, an order is passed by the Hon'ble Court in the present application, recording the present settlement arrived at between the parties.*
>
> ***(b)*** *That the petitioner-applicant has agreed and undertaken not to create any 3rd party right(s) in respect of the premises in his occupation. Petitioner-applicant shall in no way defeat the claim of respondent-applicant by creating any kind of nuisance, damage or putting any third party in possession of the premises in question or parting with the possession or receiving any money or entering into any agreement in respect of the premises in question. Petitioner-applicant has further agreed and undertaken to clear the entire outstanding arrears of water and electricity*

charges upto the date of handing over of possession of the premises in his occupation.

(c) *The petitioner-applicant represents that he is in possession of the premises in question alongwith his family members and upon her having agreed to suffer an order of eviction, there is no other person(s) from his family who has an independent claim in the premises in question. Petitioner-applicant further agrees and undertakes that he has on his own volition given up his right to claim re-entry, as is envisaged under the amended provisions of H.P. Urban Rent Control Act after surrendering of possession and further has no objection in case, respondent-applicant either himself re-construct the building or sells it or further enters into any other transaction with any other person in order to beneficially utilize the property owned by her. Thus, it is agreed between the parties that respondent-applicant would not be under any legal obligation to put petitioner-applicant or any of his family member(s) in possession of the premises in question after the building in question is demolished and reconstructed/rebuilt or disposed of by respondent-applicant.*

(d) *That respondent-applicant has agreed and undertaken not to press/claim use and occupation charges from petitioner-applicant consequently, C.M.P No.9641 of 2019 shall be deemed to be dismissed as withdrawn upon acceptance of the present application by the Hon'ble Court.*

(e) *That petitioner-applicant has further agreed and undertaken to furnish a no objection certificate, affidavit or any other document that may be required by respondent-applicant for having the water and electricity connection(s) transferred in the name of respondent or in the name of any other person, to whom a right may be conferred by respondent-applicant.*

(f) *That there is no other claim/counter claim amongst the parties, save and except the aforesaid mutual obligations which are to be performed by the parties. The parties agree that they shall abide*

by the aforesaid terms in letter and spirit and any non-performance thereof shall lead to consequence of breach of undertaken given to the Hon'ble Court, which shall confer a right upon either of the parties not only to enforce the terms of settlement but to initiate proceedings for contempt against the defaulting party.

4. *That since the entire dispute involved in the petition has been settled by way of compromise, terms whereof have been reproduced hereinabove, it would thus be expedient to accept the compromise and dispose of petition on the terms mentioned above.*

It is, thereafter prayed that in the interest of justice application may be allowed and the compromise arrived at between the parties on the terms mentioned at sub paras (a) to (e) under para-3 of the application may be accepted and the petition may be disposed of accordingly.

Any other order that this Hon'ble Court deems fit in the facts and circumstances of the case may also be passed in the interest of justice."

	Sd/-	*Sd/-*
	Petitioner-Applicant	*Respondent-Applicant*
	Through	*Through*
	Counsel	*Counsel*
	Sd/-	*Sd/-*
Shimla	*(Y.P. Sood)*	*(Ajeet Jaswal)*
11.12.2020	*Advocate*	*Advocate"*

The application is duly supported with the affidavits of the parties. The settlement/compromise as arrived between the parties is accepted and the civil revision is disposed of in terms thereof. Parties are directed to abide by all the terms and

conditions of the compromise. All pending applications,if any, are also disposed of including CMP No.9641/2019, which as per para 3(d) of the compromise is dismissed as withdrawn.

Jyotsna Rewal Dua
Judge

23rd December 2020
(Rohit)