

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.09.2020

C O R A M

**THE HONOURABLE MR.JUSTICE M. GOVINDARAJ**

**C.R.P (PD) No.3648 of 2019**  
**and C.M.P.No.23958 of 2019**

S.Alamelu

...

Petitioner

**Vs.**

Gautam Mitra

...

Respondent

**PRAYER:** Civil Revision Petition filed under Section 25 of the Pondicherry Buildings / Lease and Rent Control Act 1960 as amended by Act 23 of 1973 and Act 1 of 1980 to set aside the judgment and decree dated 04.07.2019 made in R.C.A.No.36 of 2018 on the file of the II Additional District Judge, Puducherry confirming the judgment and decree dated 11.09.2018 made in H.R.C.O.P.No.35 of 2016 on the file of the II Rent Controller, Puducherry.

**WEB COPY**

For Petitioner : Mr.T.Shanmugam

For Respondent : Ms.Pooja  
for M/s.PVS Giridhar & Sai

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**ORDER**

Mr.T.Shanmugam, learned counsel for the petitioner and Ms.Pooja, learned counsel for the respondent appeared online and submitted that the parties have filed a Joint Compromise Memo duly attested by the respective counsel. The said Joint Compromise Memo filed by the parties, dated 06.08.2020 is extracted below:-

**JOINT COMPROMISE MEMO**

1. *Whereas the property more fully defined in the schedule hereunder is the absolute property of respondent, which was rented out to petitioner on monthly rent.*
2. *Respondent herein filed HRCOP No. 35/2016 for eviction of petitioner herein on grounds of a) Personal Occupation for running his own business and b) causing public nuisance. The said HRCOP was allowed by Hon'ble Rent Controller-II Cum I Additional District Munsif, at Puducherry on 11/09/2018, directing petitioner to vacate and hand over vacant possession of the schedule mentioned property to respondent on or before 10/12/2018.*
3. *The petitioner herein then filed Rent Control Appeal in RCA No. 36/2018 before II Additional District Judge at Pondicherry, which was also dismissed on merits on 04/07/2019. Petitioner herein has filed this revision petition before this Honourable Court challenging the order passed in RCA dated 04/07/2019.*
4. *Respondent herein has filed Execution Petition in EP.No.28/2019 on the file of Hon'ble Rent Controller Cum I Additional District Munsif, Pondicherry which is stayed*

*by this Honourable High Court in present CRP.*

- 5. While so, the COVID 19 pandemic and the resultant lockdown has forced the petitioner to approach the Respondent and make a fervent request to defer his eviction for atleast 24 months owing acute crisis faced by him during lockdown. He has also informed the Respondent that shifting his business during this period will kill his business. Further, finding a suitable alternative accommodation at this juncture has also become difficult. The Petitioner also claims that he has a daughter of marriageable age and his family has now begun taking steps to find a suitable alliance for her daughter. In such circumstances, Petitioner has requested the Respondent defer the process of his eviction by 24 months, by which time the Petitioner will be able to fulfil his obligations towards his daughter, find an appropriate alternative place to re-locate and comply with the judgments of Rent Controller in HRCOP 35/2016.*
- 6. COVID 19 pandemic and the resultant lockdown has also plunged the respondent into a financial crisis forcing him to defer his plans of restarting his business 'Banana Café' in the schedule mentioned premises by atleast 12 to 18 months from this date. The respondent needs to first stabilise his routines and then make provisions for investments.*
- 7. Considering the personal request made by the Petitioner and his family, members and given the respondent's financial crisis the Respondent has agreed to grant the requested 24 months time sought by the Petitioner for vacating the property.*
- 8. Both the parties have thus agreed to sign this Joint Compromise Memo , the terms of which are reduced to writing.*

(a) Respondent herein has agreed to defer the process of eviction of Petitioner for a period of 24 months till 30<sup>th</sup> June 2022, subject to the petitioner paying the monthly rent promptly without any delay.

(b) Petitioner hereby accepts, acknowledges and confirms that she shall vacate and handover schedule mentioned property to Respondent on or before 30<sup>th</sup> June 2022 without seeking any further extension or offering any excuses whatsoever.

(c) Since the petitioner acknowledges that schedule mentioned property is located in a prime place in Pondicherry and considering the fact that petitioner is paying the rent of Rs. 12,000 for for more than 5 years, petitioner has agreed to pay a revised rent as Rs. 18,000/- per month from 1st July 2020 to 30\* June 2021 and Rs. 22,000 from 1st July 2021 to 30th June 2022. Respondent shall continue to hold the security deposit and refund a sum of Rs. 50,000/- (Rs Fifty Thousand Only) on the date when Petitioner vacates schedule mentioned property.

(d) Both parties hereby specifically understand and agree that this mutual understanding is necessitated only because of the unforeseen calamity and the Petitioner's family circumstances, and has been arrived at out of a humanitarian consideration. This joint compromise shall **NOT BE DEEMED TO BE NOVATION OF LEASE AGREEMENT** for the schedule mentioned property.

(e) The petitioner hereby accepts the findings of the Rent Controller in HRCOP 35/2016 dated 11/09/'2018 and the findings in RCA 36/2018 dated 4/7/2019. She has agreed to withdraw the present CRP in terms of Joint Compromise Memo in view of the Respondent deferring execution of eviction of Petitioner for a period of 2 years.

(f) The respondent hereby agrees that in view of this compromise, he shall withdraw the Execution Petition 28/2019 pending on the file of Rent Controller cum I Additional District Munsif Puducherry. But, in the event of petitioner failing to vacate schedule mentioned property in terms of this joint compromise memo on or before 30/06/2022, respondent shall be entitled to file fresh execution petition and execute the eviction order passed by the Rent Controller—11, Pondicherry in HRCOP 35/2016 dated 11/09/2018 without having the necessity of filing a fresh eviction petition.

(g) If for any reason, petitioner falls to pay rent for 3 consecutive months even after 15 days of written demand made by Respondent, respondent shall be entitled to file the Execution Petition immediately thereafter for executing the order in HRCOP 35/2016, even before expiry of 2 years specified in this Joint Compromise Memo.

(h) Both parties therefore jointly pray this Hon'ble Court to **receive** the Joint Compromise memo, record the same and dismiss the CRP in

**M.GOVINDARAJ, J.**

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*terms of this Joint Compromise Memo. Parties pray  
that the terms of this Joint Compromise Memo may  
form part and parcel of the orders of this Court.*

2. Recording the said Memo, the Civil Revision Petition is dismissed in terms of the Joint Memo of Compromise dated 6.8.2020. The Joint Compromise Memo shall form part of the order. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

**01.09.2020**

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To

The II Additional District Judge,  
Puducherry.

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