

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

**C.R. Nos. 1425 and 6548 of 2015 (O & M)**

**Date of decision: 28.08.2020**

Anees Ahmed and others

...Petitioner(s)

Versus

Rohit Grover and another

...Respondent(s)

**CORAM: HON'BLE MR. JUSTICE G.S.SANDHAWALIA**

Present: Mr. P.S. Khurana, Advocate,  
for the petitioners.

Mr. Divanshu Jain, Advocate,  
for the respondents.

**G.S.SANDHAWALIA, J. (Oral)**

The present order shall dispose of two civil revisions i.e. C.R.  
Nos. 1425 and 6548 of 2015.

C.M. No. 7190-CII of 2020 had been filed by the tenants in  
C.R. No. 6548 of 2015 to grant exemption from payment of mesne profits of  
the premises from April, 2020 to July, 2020 in view of the Covid-19  
pandemic.

Notice had been issued to counsel for the landlord Mr.  
Divsanshu Jain.

Counsel have submitted that a compromise has been effected  
*inter se* the parties and, therefore, the revision petitions can be disposed of  
in terms of the said compromise.

The eviction order was passed by the Rent Controller on  
21.11.2014, which was confirmed in appeal on 29.07.2015, which is subject  
matter of consideration in Civil Revision No. 6548 of 2015. On account of

the eviction order having been passed, the Appellate Authority fixed the mesne profits at Rs.70,000/- per month vide order dated 31.01.2015, which was challenged by the tenants in Civil Revision No. 1425 of 2015. The interim order regarding payment of mesne profits to the extent of 60% as fixed by the Appellate Authority was passed on 02.03.2015. Resultantly, it is submitted that the tenants are paying sum of Rs.42,000/-.

The photocopy of the Deed of Mutual Understanding which had been entered into dated 27.08.2020 has now been placed on record. The tenant has agreed to vacate the tenanted premises on 30.08.2020 and the parties are agreed that the liability to pay the mesne profits would be to the extent of only 60%, as had been directed by this Court on 02.03.2016. The said payment is only to be made till 31.03.2020 and the landlord has agreed to waive off the amount subsequent thereafter. The terms of agreement in detail are mentioned as under:-

**“Deed of Mutual Understanding**

*This deed of Mutual Understanding with regard to the tenanted premises i.e. Half ground floor of SCO 102, Sector 35-C Chandigarh is being executed on 26 day of August, 2020 **by and between:-***

1. *Anees Ahmed son of Sh. Abdul Hameed, resident of House No. 2254/1, Sector 45-C, Chandigarh.*

2. *Anees Ahmed for and on behalf of Mohammed Nazim son of Late Sh. Nafees Ahmed, resident of House No. 3312/1, Sector 45-D, Chandigarh.*

3. *Anees Ahmed for and on behalf of Mohammed Nazin son of Late Sh. Nafees Ahmed, resident of House No. 3312/1, Ground Floor, Sector 45-D, Chandigarh. Carrying on business under the*

*name and style of Popular Hair Dressers and Beauty Parlor, SCO No. 102, Ground Floor, Sector 35-C, UT Chandigarh.*

***(All hereinafter referred to as the “Tenant”) or 1<sup>st</sup> Party***

**AND**

1. *Dr. Rohit Grover son of Late Dr. AD Grover, resident of House No. 301, Sector 35-A, Chandigarh.*

2. *Dr. Sujata Grover wife of Dr. Rohit Grover son of Late Dr. AD Grover, resident of House No. 301, Sector 35-A, Ground Floor, Chandigarh. (Both hereinafter referred to as the “Owner/Landlord”) or 2<sup>nd</sup> party.*

*The LESSEE / Tenant / 1<sup>st</sup> party and LESSOR / Owner/ Landlord / 2<sup>nd</sup> Party shall hereinafter collectively be referred to as the “PARTIES”.*

**NOW THE PARTIES HEREBY MENTIONED ABOVE MUTUALLY AGREE AND THIS DEED OF MUTUAL UNDERSTANDING IS WITNESSETH AS UNDER:-**

1. *That the 1<sup>st</sup> party is the tenant in the property concerning the present petition, that is half of ground floor of SCO 102, Sector 35-C, Chandigarh.*

2. *That now the 1<sup>st</sup> party has compromised the matter with 2<sup>nd</sup> party and in lieu of the settlement 1<sup>st</sup> party agreesd and undertakes to vacate the tenanted premises on or before 30-08-21020 and also undertakes to withdraw the Civil Revision bearing C.R. No. 6548 of 2015 which is filed by the 1<sup>st</sup> party against the eviction orders passed by the Ld. Authorities below.*

3. *That 1<sup>st</sup> party undertakes that if they do not vacate the tenanted premises on or before 30-08-2020 i.e. on agreed date, they will be liable for Contempt of*

*court and the 2<sup>nd</sup> party will also be able to execute the eviction decree against the 1<sup>st</sup> party without any further notice to 1<sup>st</sup> party and 1<sup>st</sup> party shall also be liable for Exemplary Damages which can be sought by the 2<sup>nd</sup> party.*

4. *That the 1<sup>st</sup> party further undertakes to withdraw the Civil Revision bearing C.R. Nol. 1425 of 2015 which has been filed by 1<sup>st</sup> party against the order of mesne profits assessed by the Ld. Appellate Authority and it is agreed between the parties that the 2<sup>nd</sup> party shall withdraw the mesne profits deposited before the concerned court/treasury till March 2020 at the rate which has been assessed by the Hon'ble High Court while issuing notice of motion vide order dated 02.03.2015. That the 1<sup>st</sup> party shall fully assist the 2<sup>nd</sup> party in withdrawing the mesne profits which stand deposited before the concerned court.*

5. *That the 1<sup>st</sup> party agrees that the 2<sup>nd</sup> party (Dr. Rohit Grover & Dr. Sujata Grover) will get the mesne profits for use and occupation of the suit property till 31-03-2020. The 1<sup>st</sup> party have defaulted in the deposition of rent/means profit after March 2020 and the 2<sup>nd</sup> party have agreed to waive of this defaulted amount.*

6. *Anees Ahmed is acting for and on behalf of all concerned / interested persons in 1<sup>st</sup> Party / Tenant and indemnifies and 2<sup>nd</sup> Party for any damages or loss suffered on account of any claims by Mohammed Nadeem, Mohammed Nazim or anyone else as interested person on behalf of the 1<sup>st</sup> Party/ Tenant.*

7. *That henceforth from today the 1<sup>st</sup> party will have no right or claim in the said property, SCO 102, Sector 35-C, Chandigarh and that the 2<sup>nd</sup> party (Dr. Rohit Grover & Dr. Sujata Grover) may put to use or dispose of the same in any manner deemed fit by the*

*2<sup>nd</sup> party without any claim or interference by the 1<sup>st</sup> party.*

8. *That both the parties shall be bound by the above said terms incorporated in the present Deed of Mutual Understanding as being fully mutually agreed and consented .*

*In witness whereof the above mentioned 1<sup>st</sup> party / tenant and 2<sup>nd</sup> party/Owner/Landlord have signed this Deed of Mutual Understanding in the presence of witnesses on 27/08/2020.”*

Accordingly, the main revision petitions are taken on Board.

Mr. Anees Ahmed one of the tenant is present in the office of Mr. P.S. Khurana, Advocate and is duly identified by him and he undertakes to stand by the terms of compromise.

Keeping in view the above, the present revision petitions are disposed of in the terms reproduced above, binding the parties to their respective stands.

28.08.2020  
shivani

(G.S. SANDHAWALIA)  
JUDGE

Whether reasoned/speaking  
Whether reportable

Yes/No  
Yes/No