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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CM-11888-CII-2022 in/and
CR-3762-2019 (O&M)
Date of Decision: 29.11.2022

Sudesh Rani

.. Petitioner

Vs.

Sukhdev Kaur

..Respondent

CORAM: HON'BLE MR. JUSTICE MANOJ BAJAJ

Present: Mr. Raj Kumar Gupta, Advocate for the petitioner.

Ms. Promila Nain, Advocate
with Major Singh (husband of the Sukhdev Kuar) in-person.

...

Manoj Bajaj, J. (Oral)

CM-11888-CII-2022

The instant application is for pre-poning the date of hearing of
the main petition to an early date.

Notice in the application.

At this stage, Mr. Raj Kumar Gupta, Advocate, accepts notice
on behalf of the petitioner and does not oppose the prayer.

Application is allowed and the date of hearing is pre-poned to
today.

CR-3762-2019 (O&M)

This revision petition has been filed under Article 227
Constitution of India read with Section 15(6) Haryana Rent Restriction Act
for setting aside the order dated 08.05.2019, whereby mesne profit of the
demised premises is fixed as Rs.22,000/- p.m. against the agreed rent of

Rs.12,500/- p.m.

On 31.05.2019, the following order was passed by this Court:

“Ld. Counsel for the petitioner submits inter alia that the citations of the respondent-landlady along with her application for mesne profits pertain to two shops located in an entirely different sector (No.40), and that the rent being paid by the petitioner is the highest, among all the tenants running their business in all the nearby shops except one shop in which an ATM is running on account of which it was difficult to ascertain the rent being paid for that particular shop.

He submits further that the petitioner would be willing to vacate the demised shop forthwith, if the respondent-landlady pays the decretal amount which has been awarded in the petitioner's favour by the Court of the Ld. Civil Judge (Junior Division), Chandigarh in Civil Suit No.104-2016 against which an appeal is pending.

Notice of motion for 30.10.2019.

Operation of the impugned order is stayed in the meantime but the petitioner would be required to pay the original rent @ Rs.12,500/- per month to the respondent-landlady within the 10th date of each calendar month.”

Today, Mr. Raj Kumar Gupta, learned counsel for the petitioner does not dispute this fact that in respect of the property in question, petitioner's suit for specific performance of agreement to sell dated 07.06.2021 was partly decreed by directing the landlady (respondent) to refund the amount of earnest money amounting to Rs.11,22,000/- with interest and against the said decree, 50% of the said amount stands received by her. Learned counsel for the petitioner submits that the petitioner maintains her stand as noted in the notice of motion order, and further states that in case the respondent (landlord) makes the balance payment in respect of the decretal amount, she would vacate the demised premises. Mr. Gupta, learned counsel for the petitioner submits that the tenant is running a chemist shop and would require at least one year time to shift the business to an alternative place.

At this stage, Ms. Promila Nain, learned counsel for the landlady, on instructions from Mr. Major Singh (husband of the landlady),

who is present in the Court submits that the landlady is willing to pay the balance decretal amount. She has further pointed out that the execution proceedings filed by the tenant pursuant to the decree dated 28.03.2018 have been stayed on the request of the decree holder (petitioner). She opposes the request of Mr. Gupta, learned counsel for the petitioner for grant of period of one year to make an alternative arrangement, and states that a reasonable time be granted to the tenant to vacate the premises subject to her making payment of rent, etc. in advance.

Considering the above, it is directed that the landlady shall pay the balance amount against the decree dated 28.03.2018 to the tenant within a period of four weeks from today and the petitioner/tenant is granted six months time from today, to vacate the premises on payment of agreed rent @ Rs.12,500/- p.m. to the landlady in advance.

It is further directed that the landlady shall deduct the pending rent, if any, along with rent for six months @ Rs.12,500/- from the amount to be paid by the respondent pursuant to the decree dated 28.03.2018.

It is clarified that the other charges, etc. would be paid by the petitioner/tenant and failure to comply with the above undertaking by any of the parties, shall invite the proceedings under the Contempt of Court Act, 1971.

In view of this order, the pending appeal bearing No.RA/207/2017 be treated as disposed of.

Disposed of.

29.11.2022
Jasmine Kaur

(MANOJ BAJAJ)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes No
Yes No