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

**Civil Revision No. 5969 of 2016 (O&M)
Date of decision : 24.03.2023**

Kanta Devi

...Petitioner

Versus

Ravinder Kumar Sharma

...Respondent

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present: Mr. Satbir Singh Katnoria, Advocate
for the petitioner-landlady.

Mr. Pushpinder Kaushal, Advocate
for the respondent-tenant.

MAHABIR SINGH SINDHU, J.

[1] Present revision petition has been filed under Section 15 (5) of the East Punjab Urban Rent Restriction Act, 1949 with a prayer for setting aside the judgment dated 11.11.2014 passed by learned Rent Controller, Chandigarh, whereby eviction petition filed by petitioner seeking ejectment of the respondent was dismissed; further prayer is for setting aside the judgment dated 09.02.2016 passed by learned Appellate Authority, Chandigarh, whereby appeal filed by the petitioner against the aforesaid order was also dismissed.

[2] Learned counsel, on instructions from petitioner, submits that the matter has been amicably settled between the parties and reference in this regard is made to the report dated 21.03.2023 prepared by the Mediator, which reads as under:-

- “ 1. The first party has filed the present CR No. 5969 of 2016 before the Hon'ble High Court against the order dated 07.02.2023 passed by the Hon'ble Mr. Justice Mahabir Singh Sindhu, wherein the ejectment petition filed by the first party /landlady was dismissed leading to the filing of present civil revision.
2. During the course of hearing, the matter was referred to Mediation & Conciliation Centre vide order dated 07.02.2023 passed by Hon'ble Mr. Justice Mahabir Singh Sindhu.
3. The parties agreed that Ms. Rahish Pahwa, Advocate would act as their Conciliator/Mediator in this matter of Mediation and Conciliation proceedings.
4. The parties with the assistance of mediator has voluntarily arrived at an amicable solution for resolving their disputes and differences.
5. As informed by both the parties that except the present Civil Revision Petition No. 5969 of 2016, one more petition bearing No. RC/2236/2013 titled as Kanta Devi Vs. Ravinder Kumar Sharma is pending before Ld. Rent Controller Chandigarh and fixed for 24.03.2023.
6. During the mediation proceedings, both the parties have arrived at an amicable settlement and hereto confirm and declare that they have voluntarily and of their own free will have arrived at the Settlement/Compromise in the presence of the Mediator/Conciliator, which is as follows:-
- i) Both the parties have agreed that the tenant-second party will vacate the premises i.e. H.No. 3691, Sector 56, Chandigarh on or before 30th of June, 2023.
- ii) Both the parties have agreed that the tenant/second party will pay a sum of Rs. 2,00,000/- (Rupees Two Lacs Only) against the arrears of rent in four instalments as per the following schedule:-

- a) *Tenant/second party has undertaken to deposit the first instalment for a sum of Rs. 50,000/- (Fifty Thousand Only) on 10th of April, 2023 in account No. 620710110003150, Bank of India Sec-40, Chandigarh standing in the name of Kanta Devi-first party/landlady.*
- b) *Tenant/second party has undertaken to deposit the second instalment for a sum of Rs. 50,000/- (Fifty Thousand Only) on 10th of May, 2023 in account No. 620710110003150, Bank of India Sec-40, Chandigarh standing in the name of Kanta Devi-first party/landlady.*
- c) *Tenant/second party has undertaken to deposit the third instalment for a sum of Rs. 50,000/- (Fifty Thousand Only) on 10th of June, 2023 in account No. 620710110003150, Bank of India Sec-40, Chandigarh standing in the name of Kanta Devi-first party/landlady.*
- d) *Tenant/second party has undertaken to deposit the fourth and final instalment for a sum of Rs. 50,000/- (Fifty Thousand Only) on 10th of July, 2023 in account No. 620710110003150, Bank of India Sec-40, Chandigarh standing in the name of Kanta Devi-first party/landlady.*
- iii) *Both the parties have agreed that the second party/tenant will keep on paying use and occupation charges to the-first party/landlady at the rate of Rs. 5000/- per month for the above said premises for the month of April, May and June 2023 and would deposit the same in the above detailed account of Kanta Devi-first party/landlady by the 7th of every month.*
- iv) *The first party/landlady has undertaken to withdraw eviction petition bearing No. RC/2236/2013 titled as Kanta Devi Vs. Ravinder Kumar Sharma as referred to in Para No. 5 after receiving full and final instalment.*

7. *By signing the present compromise/settlement the parties hereto state that they have no further claims or demands against each other with respect to the suit/claim/proceedings filed by them and all the disputes and differences in this regard have been amicably settled by the parties hereto through the process of Mediation and shall not institute any other case against each other with reference to the present dispute.*
8. *That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the present compromise/settlement and not to dispute the same hereinafter in future.*
9. *That the parties to this compromise/settlement hereby state that they have read the agreement and have understood the contents thereof and their execution of the present compromise/settlement is voluntary.*
10. *That the contents of the present settlement have been read over and explained to both the parties in their vernacular language and both the parties after understanding the same to be correct, have put in their respective signatures.*
11. *That the copy of the present compromise/settlement is being handed over to both the parties.*
12. *That it has been further agreed between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise/settlement before any Authority or Court of Law, in case, the same is required to witness the execution of the present compromise/settlement in order to settle any pending dispute/controversy between the parties. ”*

A perusal of above report clearly reveals that parties have settled the dispute finally at their own level.

[3] Even before this Court also, learned counsel for the parties have acknowledged that in view of the aforesaid report, nothing survives in the present petition for adjudication and pray for disposal of the same.

[4] Ordered accordingly.

Needless to say that both sides shall be bound by their stand taken before the Mediator in the aforesaid report.

Pending application(s), if any, shall also stand disposed off.

March 24, 2023

‘dk kamra’

**(MAHABIR SINGH SINDHU)
JUDGE**

Whether speaking / reasoned :

Yes

No

Whether Reportable :

Yes

No