

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

**(134)**

**2024:PHHC:011817  
CR-3382-2022(O&M)  
Date of Decision: 29.01.2024**

Gurparshad Trust (Regd.)

--Petitioner

Versus

M/s Subhash Plytax Ltd. & another

--Respondents

**CORAM:- HON'BLE MR. JUSTICE ANIL KSHETARPAL.**

Present:- Mr. Aayush Gupta, Advocate for the petitioner.

Mr. Amit Jhanjhi, Sr. Advocate with  
Ms. Anmol Puri, Advocate for respondents.

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**ANIL KSHETARPAL.J (Oral)**

1. The petitioner-Trust herein is the owner and landlord of the tenanted premises. It filed a petition seeking respondents' eviction which was allowed by the Rent Controller on 16.12.2013. Before the Appellate Authority a settlement was arrived at between the parties on following terms:-

*“3. That the parties have entered into the following compromise:-*

*i. That it has been agreed between the parties that the eviction order dated 16.12.2013 be confirmed. However, time has been extended for vacating the portion of the premises, as detailed 'hereinafter.*

*ii. That the appellants have vacated approximately half portion of the property in dispute as shown in green colour in the plan attached with this compromise and have handed over the vacant possession of the same to the respondent/owner. The respondent trust shall be entitled to use The balance green portion in any manner as it likes. The bifurcating wall/partition shall be constructed according to the plan attached. This partition/ boundary wall shall be raised by the appellants at*

*their own and they shall not claim anything regarding the same, at the time of vacation of the premises.*

*iii. That the remaining half portion as shown in red colour in the plan attached with the compromise shall be vacated by the appellants on or before 25.09.2019 and shall handover the vacant and peaceful possession to the respondent. It has been settled that the appellants shall not pay any amount as rent/mense profits from 25.09.2017 to 25.03.2019 and the respondent in the larger interest to get the property vacated, has waived the rent/mense profits for the said period. It has been agreed that appellant shall pay mense profits @ Rs.75,000/- per month from 26.03.2019 till 25.09.2019. The appellant has handed over six cheques (Rs.67,500/- + TDS) bearing Cheque No.069226 dated 25.03.2019, Cheque No.069227 dated 25.04.2019, Cheque No.069228 dated 25.05.2019, Cheque No.069229 dated 25.06.2019, Cheque No.069230 dated 25.07.2019 & Cheque No.069231 dated 25.8.2019 all drawn upon Axis Bank Ltd., Ludhiana, as rent/mesne profits for the period of 26.03.2019 to 25.09.2019. In case, the premises are vacated prior to 25.09.2019, the cheques for remaining period shall be returned by the respondent/ owner to the appellant on pro rata basis, at the time of handing over the possession of the premises.*

*iv. That it has been specifically understood between the parties that the aforesaid period for vacating the premises as shown red colour in the plan attached with this compromise, on or before 25.09.2019 shall not be extended in any circumstances whatsoever. The appellants shall not raise any excuse for not vacating the premises on or before 25.09.2019.*

*v. That in case the appellants fails to vacate the portion shown in the red colour in the plan attached on or before 28.09.2019, then in that eventuality, the respondent/owner shall be entitled to get the said portion vacated by filling execution petition in furtherance of eviction order dated 16.12.2013. The appellants shall not raise any objection*

*whatsoever in this regard in execution of the red portion shown in the plan. It is further agreed that in case the premises are not vacated on or before 25.09.2019, then the appellant shall pay mesne profits @ Rs.5,00,000/- per months w.e.f. 25.09.2019 by 20% which after shall every be 12 increased months beyond 25.09.2019 till the actual vacation of the premises shown red in the plan attached, as stated above. In such eventuality, the respondent/ owner shall be entitled to recover the aforesaid amount as stated above.*

*vi. That the copy of this compromise shall be placed before the Hon'ble High Court in the Civil Revision filed by the appellants and the appellants shall withdraw the aforesaid civil revision in terms of this compromise.*

*vii. That after getting the property vacated, the respondent/ owner shall be entitled to use the property in any manner as they like. The appellants shall claim any right whatsoever over not the aforesaid demise premises and shall not file any petition or case whatsoever against the respondent/ future. owner trust in future.*

*viii. That the present ent appeal shall be disposed of in terms of this compromise. The appellants shall not challenge the eviction order dated 16.12.2013 or the withdrawal of the present appeal. Similarly the respondent shall not file any execution on or before 25.09.2019 in terms of this compromise.*

*ix. That the respondent trust shall be entitled to withdraw the mesne profits which has been deposited till 25.09.2017.*

*x. That this compromise, has been signed Sh.Subhash Kejriwal, on behalf of the appellants who has been duly authorized vide board resolution dated 25.09.2017 enter into this compromise to and Sh.Gurparshad Singh Grewal, Managing Trustee has signed this compromise, on behalf of the respondent/ owner trust.*

*xi. That this compromise has been entered into the parties voluntarily without any undue pressure or concern and all the disputes between the parties stand settled and compromised.*

4. *That the statement of the parties be recorded to this effect and the present appeal may kindly be disposed off in terms of the compromise.*

5. *That in the manner above, the entire dispute between the parties, stand settled and the present appeal be disposed off in terms of this compromise Ex. C-1, which may be made part of the order.”*

2. It is the case that the respondents-tenants did not honor the aforesaid settlement which forced the petitioner-Trust to file an execution petition. On the other hand, it is the stand of the tenants that they have already handed over the vacant possession of the tenanted premises on 30.09.2019. With respect to the petitioner's claim for grant of mesne profits for use and occupation of the premises in terms of the settlement, a separate suit has been filed by the petitioner.

3. At this stage, learned counsel representing the petitioner submits that the tenanted premises is still under the custody of the respondents which is contested by learned counsel representing the respondents. It is submitted that the Executing Court has found that the possession has already been handed over on 30.09.2019, to the landlord.

4. Be that as it may, keeping in view the facts of the case, this revision petition is disposed of with the observation that the petitioner shall be entitled to take possession of the premises and the tenant will not obstruct the petitioner. The question as to whether the possession was handed over by the tenant to the landlord on 30.09.2019, is left to be decided by a separate suit which is already pending. This order shall not be construed to mean that the possession has been handed over by this Court.

5. With the above observations, the present revision petition is disposed of.

(ANIL KSHETARPAL)  
JUDGE

29.01.2024  
lucky

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| Whether speaking/reasoned: | Yes/No |
| Whether Reportable:        | Yes/No |