

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CR-7868-2023 (O&M)
Date of Decision: 09.01.2024

SURINDER KUMAR

... Petitioner

VERSUS

DARSHAN LAL

....Respondent

CORAM: HON'BLE MRS. JUSTICE RITU TAGORE

Present: Mr. Divanshu Jain, Advocate
for the petitioner.

Mr. Saurabh Savara, Advocate with
Mr. Vaibhav Sehgal, Advocate
for respondent.

RITU TAGORE, J.(Oral)

Respondent-landlord filed an eviction petition under Section 13 of the East Punjab Urban Rent Restriction Act (in short referred to as the 'Act') against the petitioner-tenant from the shop bearing old MCJ No.1089 (New property No.B-VI-1590) situated at Railway Road, Jagraon, District Ludhiana. Said eviction petition was allowed vide order dated 05.01.2023 (Annexure P-1). Petitioner-tenant filed an appeal alongwith an application for grant of stay during the pendency of appeal. Respondent moved an application for determination of mense profits, the said application was allowed vide order dated 08.11.2023 by learned appellate Authority, Ludhiana and determined mense profit at rate of Rs.15,000/- per month.

Being aggrieved by the order dated 08.11.2023, petitioner-tenant filed the instant revision.

The petitioner's counsel has submitted an affidavit of petitioner dated 08.01.2024, wherein petitioner affirms and declares that

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an agreement has been reached between the parties. According to the agreement, petitioner-tenant shall vacate the demised premises on or before 31.03.2025 and shall continue to pay rent regularly at the rate of Rs.450/- per month by 7th of every month. The petitioner also undertakes to clear arrears of rent, if any due, within one month from today. Furthermore, petitioner shall continue to defray electricity/water charges for the period during which he occupies the demise premises.

It is also agreed that the respondent landlord shall not claim any mense profit for the demise premises except the agreed admitted rate of rent. Copy of affidavit detailing the terms of agreement reached between the parties has been supplied to the counsel for the respondent, who has verified and affirmed its contents.

In view of the aforesaid, this revision petition stands disposed of accordingly.

Both the parties shall remain bound by the terms of the agreement as detailed in the affidavit. However, it is explicitly stated that if petitioner-Surinder Kumar fails to comply with the terms of the agreement as outlined in the affidavit, respondent landlord shall be at liberty to initiate legal proceedings against him as per law.

Pending applications, if any, also stand disposed of accordingly.

(RITU TAGORE)
JUDGE

09.01.2024
Rimpal

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No