



136-2

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

Civil Revision No. 4549 of 2022 (O&M)
Date of Decision: 29.10.2025

Pardeep Kumar
..... Petitioner

Versus

Gurvinder Singh and another
..... Respondents

CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA

Present: Mr. Ashish Aggarwal, Senior Advocate, assisted by
Mr. Vishal Pundir, Advocate
for the petitioner-tenant.

Mr. Aman Bahri, Senior Advocate, assisted by
Mr. Shubham Pathania, Advocate
for the respondents-landlords.

HARKESH MANUJA, J. (ORAL)

The petitioner-tenant, by way of present revision petition, seeks setting aside of an order dated 19.09.2022 passed by the learned Rent Controller, Chandigarh, whereby his application under Section 18-A of The East Punjab Urban Rent Restriction Act, 1949 (**for short “the Act”**) seeking leave to contest the petition under Section 13-B of the Act instituted by the respondents-landlords, was dismissed.

[2] Vide order dated 19.09.2022 passed by the learned Rent Controller, Chandigarh, the petition under Section 13-B of the Act stood succeeded in favour of respondent No. 1-Gurvinder Singh and the petitioner-tenant was directed to vacate the demised premises.

[3] After arguing for some time, learned Senior Counsel for the petitioner, on instructions from the petitioner who is present in Court, states

that he does not press the present petition on merits, however prays that the petitioner has been earning his livelihood from the shop in question and thus, requests for one year's time to make arrangement of alternative accommodation for setting up of his business.

[4] In view of the above, the impugned order dated 19.09.2022 passed by the learned Rent Controller, Chandigarh is hereby confirmed and the present petition is **disposed off** subject to following conditions:-

- (a) The petitioner-tenant, to hand over the vacant and peaceful possession of the demised premises under his occupation to the landlords on or before **31.10.2026**. As such, not only shall he clear all arrears of rent if any, within a period of one month from today, but also continue to pay the same till he continues to occupy the premises;
- (b) The petitioner-tenant shall not cause any damage to the property, create any encumbrance, or transfer possession, in any manner, of the demised premises;
- (c) The petitioner-tenant shall continue to use and occupy the property and enjoy the same strictly in terms of the municipal by-laws. No further construction, moreso unauthorized in nature, shall be carried out by him;
- (d) Before handing over the possession of the demised premises, the petitioner-tenant shall clear all statutory dues;
- (e) In the event the petitioner violating any of these terms, it shall be open to the landlord(s) to initiate the proceedings for obtaining possession in terms of the order of ejectment and also initiate proceedings for contempt, if so advised;

- (f) All pending litigation(s), if any, *inter se* the parties in relation to the demised premises shall stand closed; and
- (g) The petitioner-tenant shall file an undertaking before the Trial Court agreeing to the aforesaid terms, within a period of two weeks from today.

[5] Failure of the petitioner to comply with either of the conditions would entitle the respondents/landlords to execute the eviction order forthwith.

[6] Pending miscellaneous application(s), if any, shall also stand disposed off.

October 29, 2025

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**(HARKESH MANUJA)
JUDGE**

<i>Whether Speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>