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

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Date of decision :12.11.2025

SANJAY @ SANJAY KUMAR**... PETITIONER**

VERSUS

BAGICHI BHANU MAL AND HANUMAN MANDIR**...RESPONDENTS****CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL**

Present: Mr. Prabhjayot Singh Chahal, Advocate
for the petitioner.

PARMOD GOYAL, J. (ORAL)

1. The present revision petition has been preferred by the Petitioner- Judgment Debtor, being aggrieved by the impugned order dated 20.10.2025 passed by the learned Civil Judge (Junior Division), Ambala vide which objections filed by the Petitioner- Judgment Debtor were dismissed.

2. The facts of the present case are not in dispute. Vide judgment dated 30.11.2007, the ejectment petition under Section 13 of the Haryana Urban (Control of Rent Control and Eviction) Act, 1973 preferred by the respondent-landlord was allowed. An appeal against the ejectment order dated 30.11.2007 was preferred by the petitioner-tenant, which was dismissed as withdrawn. A conditional order was passed, whereby it was directed that the petitioner-tenant shall pay rent at the rate of ₹600/- per



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month regularly and the arrears of rent shall be paid on or before 15.07.2008, failing which the appeal would be deemed to have been dismissed.

3. In the year 2013, the respondent-decree holder filed Execution Application No. 4357 of 2013 on the ground that the petitioner-Judgment Debtor had failed to pay rent at the rate of ₹600/- per month. During the pendency of the said execution petition, the matter was compromised between the parties on 29.09.2018 and accordingly, the execution application was withdrawn. It is worth noticing that petitioner had duly made a statement on 29.09.2018 (Annexure P-4) before the learned Executing Court, which is reproduced as under:-

“Statement of Sanjay s/o Moti Ram H.No. 13 Bagichi Bhanumal Ram bagh Road A/cantt.

ON SA

Statement made I have compromised with the decree holder, that I will pay the total due of Rs 57 thousand six hundred to the DH at Rs 1800 per month, today Rs 1800 has been paid to the advocate of DH in court, Rs 600 hundred will be current rent and Rs 1200 will be previous balance, if I default 3 installments then DH can initiate legal proceeding against me.

RO&A

Sd.

Sd.

*Civil Judge (Junior Division)
Ambala city
29.09.2018*

Identified

DS Maltu

Adv.”

4. Subsequently, in October 2023, the respondent again filed an

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application seeking restoration of the execution proceedings on the ground of non-payment of rent, alleging that the petitioner-Judgement Debtor had not complied with the terms of the compromise. Vide impugned order dated 29.10.2025, the objections preferred by the petitioner-Judgment Debtor challenging the entitlement of the respondent-decree holder to receive the amount were dismissed.

5. It is the own case of the petitioner-JD that he had duly paid a sum of ₹64,800/- against the admitted dues of ₹57,600/- as on 30.09.2018. Out of the said amount, he had paid ₹43,200/- towards arrears existing on 29.09.2018 as well as monthly rent at the rate of ₹600/- up to June 2021. Thereafter, no rent was paid w.e.f. 17.09.2021 till date. As per the petitioner-JD himself, as reflected in Annexure P-9, he is in arrears of ₹14,400/-out of arrears upto 29.09.2018 and monthly rent @ Rs. 600/- since September, 2021.

6. The sole ground taken by the petitioner-JD to resist execution is that the registration certificate of the respondent-society was cancelled and that there was merger of the accounts of the society, and therefore, he could not pay the rent. He has further pleaded that the Municipal Corporation had issued notice to the respondent regarding alleged illegal construction, and hence, he was not liable to pay any amount.

7. However, the contentions raised on behalf of the petitioner-JD before the learned Executing Court as well as before this Court have been rightly rejected. The petitioner-JD admittedly is a tenant under the respondent and, therefore, cannot challenge the respondent's right to



receive rent from petitioner-JD. As far as the petitioner-JD is concerned, he is bound to pay rent to the respondent-decree holder irrespective of any dispute regarding the respondent's title. Any issue pertaining to ownership or title is between the respondent and third party, and the petitioner-JD cannot take advantage of the same, being admittedly a tenant under the respondent from whom he had taken possession of the tenanted premises.

8. From the facts noticed above, it is clearly made out that the petitioner-JD is a chronic defaulter who has failed to pay rent on more than one occasion under one pretext or the other. In the present case, it is evident that the petitioner-JD has violated his own undertaking dated 29.09.2018 and has not paid rent regularly. As per his own admission, he has defaulted in payment of more than three installments, as clearly reflected in Annexure P-9, which has been admitted and relied upon by the petitioner-JD himself.

9. Therefore, the petitioner-JD is bound by his own statement dated 29.09.2018 and is liable to deliver possession of the tenanted premises to the respondent-landlord-decree holder on his failure to comply with the terms of the agreement/compromise entered into by him. It is not only the arrears of rent as payable on 29.09.2018 that remain due, but even the subsequent rent has not been paid by the petitioner-JD. The petitioner-JD has made no effort to tender or deposit the rent even before the learned Executing Court, despite filing objections in the year 2024. In view of the above, there is no merit in the present petition. The petitioner, having defaulted in adhering to the terms of the compromise entered by him, is liable to be evicted in accordance with law.

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10. Faced with the above conclusion, learned counsel for the petitioner has sought some time to vacate the premises and has expressed willingness to pay all the arrears before the learned Executing Court.

11. In the present case, the eviction order was passed in the year 2007, yet the petitioner-JD has succeeded in delaying the fruits of the said order to the respondent for more than 18 years. The petitioner has failed to adhere to the financial discipline which he had voluntarily undertaken to follow, despite being granted repeated opportunities. In 2008, he was given the first opportunity, and again in 2018, another chance was afforded to him. However, on both occasions, he defaulted in making payment of rent, compelling the respondent to repeatedly approach the Executing Court. Even as per the petitioner's-JD's own case, he has not paid a single penny to the respondent since September 2021 and continues to occupy and enjoy the tenanted shop. Although the petitioner-JD is not entitled to any indulgence or leniency, considering that he is running his business from the said premises, a limited concession is being granted.

12. Accordingly, the petitioner is granted one and a half months' time from today to vacate the shop, subject to payment of mesne profits at the rate of ₹3,000/- per month from 01.10.2021 till the date of payment plus one & half month i.e. extended time. The mesne profits are being fixed only for the limited purpose of granting time to vacate the premises.

13. The petitioner-JD shall make the entire payment of mesne profits calculated at ₹3,000/- per month from 01.10.2021 till 31.12.2025 and shall also furnish an undertaking before the learned Executing Court to

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vacate the tenanted premises on or before 31.12.2025. In case the petitioner-JD fails to make the aforesaid payment or to furnish the required undertaking within the stipulated time, the learned Executing Court shall be at liberty to proceed with the execution proceedings forthwith in accordance with law, and no further indulgence shall be shown to the petitioner.

14. The request made by learned counsel for the petitioner-JD to permit him to pay only the arrears of rent as reflected in Annexure P-9 is specifically declined. In the facts and circumstances of the present case, the petitioner-JD has been retaining possession of the premises and delaying the delivery of possession since 2007 without paying rent. Accordingly, his possession is deemed to be unauthorized w.e.f. 01.10.2021, and without putting the petitioner to terms, no further time can be granted by this Court.

15. Consequently, the present petition stands dismissed, subject to the directions issued hereinabove.

16. Pending miscellaneous application(s), if any, shall also stand disposed of.

12.11.2025
manoj

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned	Yes
Whether reportable	Yes/No