

CR-2707-2026 (O&M)
Date of Decision: 25.03.2026

PANKAJ SHANI

...Petitioner

Vs.

STEVE KANIKA VERMA AND ANOTHER

...Respondents

CORAM:- HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present: Mr. Kunal Dawar, Senior Advocate with
Mr. Saurav Bajaj, Advocate for the petitioner.Mr. D.S. Patwalia, Senior Advocate with
Mr. Paras Chander Kashyap, Advocate for the respondents.**VIRINDER AGGARWAL, J. (Oral)**

1. The present revision petition has been filed under Article 227 of the Constitution of India seeking setting aside and/or modification of the order dated 11.03.2026 (Annexure P-6) passed by the learned Civil Judge (Junior Division), Gurugram. By virtue of the impugned order, the learned trial Court has assessed the provisional rent in respect of the residential premises at the rate of ₹1,62,000 per month for the period from 15.03.2024 to 14.03.2025 and ₹1,74,960 per month for the period from 15.03.2025 to 14.03.2026.

2. It is the case of the petitioner that the aforesaid assessment is contrary to the terms and conditions mutually agreed upon between the parties. The rent agreement specifically provides for an annual escalation of rent at the rate of 5% per annum. However, the learned trial Court, while passing the impugned order, has failed to take into consideration the said contractual stipulation and has instead applied an arbitrary increase of 8% per annum. It is further submitted that the approach adopted by the learned trial Court is also in violation of Section 4(3) of the Haryana Urban (Control of Rent and Eviction) Act, 1973, which mandates that the agreed terms between

the parties ought to be given due effect while determining rent. The impugned order, therefore, suffers from patent illegality and material irregularity, having been passed in disregard of both the statutory provisions as well as the binding contractual terms.

3. Notice of motion.

4. Mr. Paras Chander Kashyap, Advocate, accepts notice on behalf of the respondents.

5. I have heard both the counsel carefully.

6. During the course of hearing, the matter was amicably resolved between the parties. It was agreed that the petitioner shall pay the provisional rent by calculating the same on the basis of the agreed rent of ₹1,50,000/- per month, with an annual increase of 5% in terms of the rent agreement executed between the parties. It was further agreed that the petitioner shall tender the arrears of provisional rent, as so calculated, within a period of 10 days from the date of this order.

7. In view of the aforesaid consensus, the learned Rent Controller is directed to proceed with and dispose of the ejectment petition expeditiously. This direction is issued in light of the statement made by learned counsel for both the parties that the rent proceedings are already at an advanced stage, and the petitioner/respondent is presently leading evidence. The learned Rent Controller shall, therefore, make an endeavour to conclude the proceedings within a reasonable timeframe, in accordance with law.

25.03.2026

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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No

(VIRINDER AGGARWAL)
JUDGE