

(2013) 09 P&H CK 0290

In the Punjab And Haryana At Chandigarh

Case No : Civil Revision No. 4505 of 2012 (O and M)

Sanjay Chopra

APPELLANT

Vs

Ved Parkash

RESPONDENT

Date of Decision : 04-09-2013

Acts Referred:

Penal Code, 1860 (IPC) — Section 419, 420, 465, 471, 500

Citation : (2013) 09 P&H CK 0290

Hon'ble Judges : Rakesh Kumar Garg, J

Bench : Single Bench

Advocate : Puneet Jindal, for the Appellant; Amit Jain, for the Respondent

Final Decision : Disposed Off

Judgement

Rakesh Kumar Garg, J.—Eviction petition filed by the respondent-landlord against the petitioner-tenant was dismissed by the Rent Controller, Jalandhar vide order dated 07.11.2008, however, on an appeal filed on behalf of the respondent-landlord, eviction of the petitioner was ordered from the demised premises vide judgment and decree dated 14.06.2012 of the Appellate Authority, Jalandhar. The aforesaid order of eviction passed by the Appellate Authority is under challenge in this revision petition at the instance of petitioner-tenant.

2. Noticing the contentions raised on behalf of the parties, this Court passed the following order on 03.05.2013:

Learned counsel submits that parties are not averse to exploring the possibility of amicable settlement of the dispute. They shall make earnest efforts in that direction. Under the circumstances, matter is referred to mediation and conciliation centre situated in this Court for alternate dispute resolution. Parties are directed to appear before the said forum on 16.05.2013 and on any other date(s) fixed by the forum. In the event of failure to comply with the direction given by this Court, this Court shall consider appropriate action against the concerned party.

3. As per the report of the Mediator, parties have amicably settled the dispute between them as per the settlement reached on 08.08.2013 between the parties before the Mediator. The aforesaid report of the Mediator reads thus:

This mediation case No. 655 of 2013 is arising out of CR No. 4505 of 2012 titled as "Sanjay Chopra Vs. Ved Parkash ". This matter was taken up by Hon"ble Mr. Justice Rajan Gupta and was ordered to be listed before the Mediation & Conciliation Centre for settlement. The parties appeared and participated in the proceedings and long discussions were held in several joint as well as in separate sessions.

After discussing the matter, the parties have decided to amicably settle the dispute and the terms and conditions for the same are being reduced in writing as under:-

1. That the petitioner is a tenant and the respondent is landlord in the shop in dispute, both the parties have amicably decided to resolve the matter that the respondent (landlord) has accepted the offer of the petitioner (tenant) that he shall vacate the shop within two and half years from today.

2. That the respondent (landlord) has also agreed to withdraw the Rent Petition from the Court of learned Rent controller, Jalandhar under title "Ved Parkash Vs. Sanjay Chopra" within 20 days from today and the petitioner (tenant) shall hand over a draft of Rs. 65,000/- in the shape of arrears of rent on the same day to the respondent (landlord).

3. That petitioner (tenant) has also agreed to withdraw a complainant u/s 500 IPC, which was filed against Anil Kumar, who is the son of the respondent (landlord), from the Court of JMIC, Jalandhar within 15 days from today.

4. That a FIR No. 18, dated 7.4.2010 u/s 419/ 420/ 465/ 471 of IPS New Baradari, Jalandhar, has been registered against the petitioner (tenant) by the respondent (landlord), now both the parties have amicably decided to file a compromise quashing before this Hon"ble Court and the respondent (landlord) shall give statement before this Hon"ble Court for the purpose to quash the above-mentioned FIR, further both the parties will supply the necessary documents to each other to file the above-mentioned petition.

5. That the petitioner (tenant) has agreed to pay the rent amounting to Rs. 3,500/- per month from the month of September, 2013 till the lapse of above-mentioned period of two and half years.

6. That both the parties undertake to withdraw all Civil and Criminal cases including the present Civil Revision No. 4505 of 2012 in terms of this compromise arrived at between the parties on 08.08.2013, failing which both the parties will be at liberty to initiate appropriate proceedings against each other.

7. That respondent (landlord) assured the petitioner (tenant) that if within two and half years, the roof of the disputed shop is damaged then he is liable to pay

the damages, further ready to repair the said shop.

8. That none of the parties shall file or pursue any case or litigation against each other in future in respect of the subject matter, which is being compromised today.

9. That the parties further agree that none of the parties shall file or pursue any case claiming damages/mesne profit etc. against the other.

10. That this compromise has been reached between the parties without any pressure and both the parties have willingly agreed to abide by the terms and conditions of the agreement. Both the parties shall be bound by the terms and conditions of this compromise.

11. That it has been further decided between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.

12. That the parties have gone through the contents and the same have been explained to the parties and after admitting the same as correct, have put their respective signatures.

13. That the parties undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

4. Parties are present in Court and are duly represented. Before this Court also, both the parties have admitted that amicable settlement has been reached between them as per the report of the Mediator dated 08.08.2013. It has been stated before this Court that they will abide by the amicable settlement reached before the Mediator and as noticed above, and they shall be bound by the same.

5. In this view of the matter, this petition is disposed of in terms of the settlement dated 08.08.2013 reached between the parties before the Mediation and Conciliation Centre of this Court. The parties shall remain bound by the aforesaid settlement. Needless to say, the said settlement shall form a part of this judgment passed by this Court today, and in case of any default on behalf of any of the parties, the other shall be entitled to execute the order passed today in this revision petition.