

(2016) 04 JH CK 0019
In the Jharkhand High Court
Case No : L.P.A. Nos. 245 with 246 of 2015

Shri Hansraj Sardana

APPELLANT

Vs

State of Jharkhand

RESPONDENT

Date of Decision : 04-04-2016

Acts Referred:

Citation : (2016) 3 JBCJ 621 : (2016) 4 JCR 9

Hon'ble Judges : D.N. Patel and Amitav K. Gupta, JJ.

Bench : Division Bench

Advocate : Mr. Krishanu Ray, Advocate, for the Appellant; J.C. to G.P.-V, for the Respondents

Final Decision : Disposed Off

Judgement

D.N. Patel, J.—Disputes involved in these matters were referred to before the Mediation Centre, Jharkhand State Legal Services Authority, Nyaya Sadan, Doranda, Ranchi, and now during the mediation with the help of counsel for both the sides, the matters have been settled. The mediation report has also been received by this Court, which is on record. The terms and conditions of the compromise arrived at between the parties are as under:-

I. It has also been reiterated that the disputes have been settled amicably and requested to fix the case on 28.3.2016 for submission of the compromise petition with terms and conditions of settlement arrived between the parties.

II. On 28.3.2016, today the learned Counsels of both the parties produced the compromise petition in photocopy arrived between the parties mentioning the terms of settlement executed on non-judicial stamp on 23rd of March, 2016. By the terms of settlement mentioned in para-3 of the settlement, the Appellant Hansraj Sardana has to pay a sum of Rs. 9,80,159=00 only towards full and final settlement of arrears of difference in rent paid by him and to be paid by him as per the terms of settlement. It has been mutually agreed between the parties that the aforesaid amount will be paid in two instalments viz Rs., 500,000.00

(Rupees five lakhs only) as the first instalment and Rs. 4,80,159.00 (Rupees four lakhs eighty thousand one hundred fifty nine only) being the second instalment. The appellant has given two post dated cheques being cheque Nos.-157762 dated 21.3.2016 of Rs. 4,50,000.00 and 15778 dated 04.04.2016 for Rs. 4,32,143.00 after deducting the T.D.S. which has been received by the respondent no. 02 and the receipt of the same has been produced in photocopy. Further, the appellant has also given the cheque No. 157764 dated 22.3.2016 for Rs. 10,000/- (Rupees ten thousand) towards the legal fees incurred for HRC case which was demanded by respondent no. 02. The receipt of the same has also been produced in photocopy along with the terms of settlement.

III. That it has also been agreed between the parties as per the terms of settlement mentioned in para-6, both the parties given undertaking that they will withdraw the legal proceedings instituted by them against each other by filing joint compromise petition, after the clearance of the arrears of rent.

IV. That as per the terms of settlement mentioned in para-9 of the report of settlement and the cheques received by the respondent no. 02 which was given by the appellant to respondent no. 02 have been produced before me in photocopy which is attached with this report being the part and parcel of the report.

Under the circumstances, stated above, both the parties have settled their disputes amicably and no any further dispute is existing between the parties except the settlement made herein above.

2. The aforesaid terms and condition have been accepted by the counsel for both the sides and even separate terms of settlement was also given to the Mediator which are also on record, as per terms of settlement, signed by both the parties which are as under:-

I. The 2nd party is ready, willing and is paying the rent for the tenanted premises at the rate of Rs. 50/- per sq. ft per month from the month of April, 2015 onwards.

II. The 2nd party is further ready and willing to pay the arrears in connection with enhanced rent for a period of three years prior to March, 2015 at the rate of Rs. 50/- per sq. ft. per month after deducting the rental amount already paid to the 1st party as monthly rent for the said period and TDS.

III. The 2nd party undertakes to pay a sum of Rs. 9,80,159.00 in two instalments. Rs. 5,00,000.00 to be paid on or before 31.3.2016 and Rs. 4,80,159.00 on or before 07.4.2016 by way of cheque drawn in favour of M/s F.K.M. Bharucha, represented by Shri Adil K. Gazder, the 1st party.

IV. Upon payment of the amount aforesaid, the 1st party shall allow the 2nd party to renovate and refurbish the tenanted premises at its own cost, however, the plan for renovation/refurbishment shall be submitted before the 1st party by the 2nd party and after the same is approved, the work of renovation/

refurbishment shall commence. The 1st party shall have the right to enter and inspect the tenanted premises while renovation work is in progress.

V. The 1st party undertakes to get the common toilet repaired. The 1st party shall also get repaired the drainage and rain water pipes in and around my tenanted premises as and when required so as to prevent damage of furniture and fixtures due to water leakage.

VI. Both the 1st party and 2nd party undertake to withdraw the legal proceedings instituted by them against each other by filing joint compromise petitions after clearance of arrears of rent which include:

Case No.

Forum

LPA 245/2015

Hon"ble Court Jharkhand High Court

LPA 246/2015

Hon"ble Court Jharkhand High Court

Eviction Case No. 44 of 2015

Ld. SDM Cum HRC Court, Jamshedpur

Eviction Case No. 45 of 2015

Ld. SDM Cum HRC Court, Jamshedpur

VII. The 1st party may enhance the rent for the tenanted premises by 5% of the prevailing rent every 12 months, to be counted from April, 2015 onwards.

VIII. The parties will execute a fresh Lease Deed for 4 years with an option to renew further as mutually agreed on fresh terms, the cost of registration of which shall be borne by the 2nd party.

IX. A copy of these terms of settlement shall be submitted before the learned Mediator, Jhalsa, Ranchi so that a report of settlement can be sent to the Hon"ble High Court for their lordships' consideration. The parties shall also submit a copy of these terms of settlement before the Court of SDO, Jamshedpur.

In witness whereof the said 1st party and 2nd party have hereto signed on the 23rd day of March, 2016 at Jamshedpur.

These terms of compromise are prepared in duplicate and the parties shall retain one copy each.

3. The aforesaid all the terms of compromise have been agreed upon by both the parties and to that effect a separate terms of settlement of compromise has also been filed.

4. In view of the aforesaid terms of settlement, both the Letters Patent Appeals are hereby, disposed of.

5. Both the eviction cases being Eviction Case No.44 of 2015 & Eviction Case No. 45 of 2015, pending before the Sub Divisional Magistrate-Cum-House Rent Controller, Jamshedpur, have also been compromised, hence, the same will be withdrawn by the parties.

6. Since both the Letters Patent Appeals have been disposed of hence I.A. Nos. 3739 of 2015 and 3737 of 2015 are also disposed of.