

(2008) 08 AHC CK 0219

In the Allahabad High Court

Case No : Civil Miscellaneous Writ Petition No. 33087 of 2002 And C.M.W.P. No. 3103 of 2007

Uma Shanker Gupta

APPELLANT

Vs

Special Judge/A.DJ., Fatehpur and others

RESPONDENT

Date of Decision : 29-08-2008

Acts Referred:

Civil Procedure Code, 1908 (CPC) — Section 89
Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972 — Section 21

Citation : (2008) 08 AHC CK 0219

Hon'ble Judges : S.U.Khan, J

Final Decision : Disposed Of

Judgement

S.U. Khan, J.

1. This is tenant's writ petition arising out of eviction/release proceedings on the ground of bonafide need under section 21 of U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972 initiated by original landlord Ram Kumar since deceased and survived by respondents No. 3 to 11, Smt. Saroj Gupta and others in the form of P.A. Case No. 40/70 of 1993. Prescribed Authority/Civil Judge (Junior Division), Fatehpur allowed the release application through order dated 24.8.1998. Against the said order, tenant petitioner filed Rent Appeal No. 3 of 1998, which was dismissed by A.D.J./Special Judge, Fatehpur on 30.5.2002, hence this writ petition.

2. In this writ petition, on 20.8.2008, learned Counsel for the tenant stated that tenant was ready to deliver possession to the landlord. The Court orally directed the learned Counsel for the tenant to ask the tenant to bring the key of the shop in dispute on the next date and 26.8.2008 was fixed as next date. Thereafter on 26.8.2008, key of the shop was handed over to the landlord in Court. Thereafter 28.8.2008 was fixed to enable the landlord to open the lock of the shop and take effective possession. On 28.8.2008, it was stated that aforesaid contempt

petition was also pending in between the parties. On the suggestion of the Court, learned Counsel agreed to end the litigation by dividing the amount of Rs. 25, 000/ which had been deposited by the landlord under order in the contempt petition before Prescribed Authority/Civil Judge (Junior Division), Fatehpur on 16.1.2008. I suggested that contempt petition might also be attached with the writ petition so that both the cases might be disposed of through compromise. I, through order dated 28.8.2008, directed that both the cases, Le., writ petition as well as contempt petition, be placed before Hon"ble the Chief Justice and in case both the cases were nominated to me then they should be placed before me on 29.8.2008. Accordingly, both the matters have come up before me after nomination.

3. As parties have accepted the suggestion of the Court to end the litigation through compromise made on the principle of section 89, C.P.C., hence writ petition is disposed of in terms of the above compromise. Complete possession has been taken by/delivered to the landlord on 26.8.2008. No further amount shall be payable by the tenant.

4. The amount of Rs. 25, 000/ deposited as aforesaid shall be paid to the landlords and the tenant in equal share. Landlords must be permitted to withdraw the amount of Rs. 12, 500/ and tenant must also be permitted to withdraw the rest of the amount Le., Rs. 12, 500/.

5. In view of the above compromise, learned Counsel for the tenant states that he does not want to press the contempt petition. Accordingly contempt petition is dismissed as not pressed.

Writ Petition Disposed Of.