

(2012) 09 KAR CK 0034

Karnataka High Court

Case No: C.R.P. No. 230 of 2012 (SC)

Srikant Sharma @ Sharmaji

APPELLANT

Vs

K.C. Krishna Sa Since deceased
rep. by LRs. (Smt. K. Varalakshmi
and Others)

RESPONDENT

Date of Decision: Sept. 6, 2012

Hon'ble Judges: N. Ananda, J

Bench: Single Bench

Advocate: Harish V.R, for the Appellant; E. Gopal Krishna, for the Respondent

Judgement

@JUDGMENTTAG-ORDER

Hon"ble Mr Justice N. Ananda

1. When the matter is taken up for hearing, petitioner and legal representative of original plaintiff namely II respondent have filed a compromise petition reading as hereunder:-

Both the Petitioner and Respondents submits as follows:-

1. That upon mutual discussion and intervention the parties have settled the above dispute in the following terms.

A) That, the petitioner/tenant has undertaken to quit, vacate and deliver vacant possession of the schedule premises voluntarily on or before 31/3/2013

B) That the respondent/landlords have agreed to grant time up to 31/3/2013, subject to condition that the tenant/petitioner shall voluntarily deliver keys of schedule premises without allowing the landlords to take out any execution proceedings. That further he shall not seek any further extension of time. Further he must punctually pay the rents till delivering vacant possession of the schedule premises.

C) That the respondent/landlords have agreed to pay back the security/advance deposit amount of Rs. 75,000/- (Rupees Seventy Five Thousand only) to the tenant simultaneously against delivery of vacant possession of the schedule premises by way of D.D.

D) The tenant petitioner hereby reserves his right for the recovery of the disputed rental advance amount of Rs. 1,00,000/- (Rupees One Lakh only), under due course of law.

In the above terms the above petition may kindly be disposed off in the interest of justice and equity.

Sd/-

Advocate for petitioner/tenant

Sd/-

Petitioner

Sd/-

Advocate for Respondents/Landlords

Sd/-

Respondent No. 2

They admit the contents of compromise petition. The compromise petition is accepted. In view of compromise petition filed by parties, the impugned order of eviction is confirmed. The time granted by the trial court is extended. The petitioner-tenant shall vacate and deliver vacant possession of schedule premises to respondents-landlords on or before 31.03.2013, without driving respondents-landlords to execution proceedings. The respondents-landlords shall return the advance deposit of Rs. 75,000/- (Rupees Seventy Five Thousand only), simultaneously with the delivery of vacant possession of schedule premises and the amount shall be paid in the form of Demand Draft. The petitioner-tenant is at liberty to initiate proceedings for recovery of disputed rental advance amount of Rs. 1,00,000/- (Rupees One lakh only). The petitioner-tenant shall pay rent of Rs. 2,000/- per month regularly, without committing any default. If there is successive default in payment of rent for two months, time granted in terms of above compromise petition stands revoked.

2. The revision petition is accordingly disposed off.