

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CR No.1626 of 2012
Date of decision:12.02.2015

State Bank of Patiala & another

....Petitioners

Versus

Sudesh Garg

.....Respondent

CORAM: HON'BLE MR.JUSTICE G.S.SANDHAWALIA

Present: Mr.D.K.Singal, Advocate, for the petitioners.

Mr.Kanwaljit Singh, Sr.Advocate
with Ms.Gurdeep Kaur, Advocate, for the respondent.

G.S.Sandhawalia J.(Oral)

Challenge in the present revision petition is to the order dated 04.02.2012 (Annexure P2), whereby the Appellate Authority, Faridkot has directed the petitioner-Bank to pay mesne profits @ 28.50/- per sq.ft., w.e.f. 28.11.2011, the day the eviction order was passed. It is not in dispute that the eviction order has been upheld by the Appellate Authority and it was challenged by the Bank in CR No.294 of 2014, in which the Bank had undertaken to vacate the premises by 16.01.2015. The said order dated 26.05.2014 reads as under:

“Learned counsel for the petitioners states that in view of his submission dated 16.1.2014, he undertakes to vacate the premises by 16.1.2015. The opposite counsel has no objection.

In view of the statement made by the counsel for the petitioners and conceded to by the counsel opposite, the present petition stands disposed of in the above terms.”

While issuing notice of motion, this Court, on 14.03.2012, passed the following order, directing the mesne profits to be deposited in FDR:

“Counsel for the petitioner prays for time to file additional documents to show the carpet area which is in the possession of the Bank and as to how much mesne profits would come as per the order of the Appellate Authority.

Notice of motion.

At this stage, Mr.Ashok Singla, Advocate has put in appearance on behalf of the respondent.

In the meantime, the amount deposited by the petitioner-Bank on account of the mesne profits as adjudicated by the Appellate Authority shall be put in fixed deposit receipt to earn maximum rate of interest. Out of the said deposit, the landlord will be entitled only to the amount of Rs.17,689/- the rent which was earlier settled between the parties. The balance amount shall be deposited in the shape of FDR. The petitioner-Bank shall comply with the directions of the Appellate Authority and ensure compliance of the order by 30.03.2012.

Adjourned to 19.04.2012.”

An affidavit was filed by the Chief Manager, in compliance of the order dated 14.03.2012, which reads as under:

“(i) That the petitioner bank has been under occupation of the area owned by the respondent consisting of bank premises, Manager's residence at first floor and ATM space. The total area of the said premises comes to 5512 sq.ft. Which has been under occupation of the petitioner bank. The petitioner bank has been paying contractual rent @ Rs.17689.62 w.e.f. November, 2009.

(ii) That as per the order dated 04.02.2012 passed by the Ld. First Appellate Authority under the East Punjab Urban Rent Reconstruction Act, the rate has been assessed as Rs. 28.50 per sq.ft. Accordingly, the total rent payable w.e.f. 28.11.2011, i.e. from the date of passing of the eviction order by the Ld. Rent Controller comes to Rs. 1,57,092/- (5512 sq.ft.x Rs. 28.50 sq.ft) in terms of the said order.”

Thus, it would be clear that the landlord is entitled to a sum of ₹1,57,092/-, as per the impugned order, passed by the Appellate Authority. The appeal has also been dismissed and the order has not been disturbed by this Court and it is, in such circumstances, the respondent would be entitled for the amount which has been quantified by the Appellate Authority, fixing the mesne profits on the strength of another registered lease deed, executed by the Oriental Bank of Commerce in November, 2008 @ ₹24.70/- per sq.ft. at Circular Road, Faridkot

itself.

Thus, the Appellate Authority has fixed the mesne profits on a valid toolbar and thus, no error can be found in the impugned order, keeping in view the law laid down in *State of Maharashtra and another Vs. M/s. Super Max International Pvt. Ltd. and others 2009 (9) (2) SCC 772* and in *Mohammad Ahmad and another Vs. Atma Ram Chauhan and others 2011 (7) SCC 755* wherein it has been held that once the eviction order is passed, the contractual rate of rent comes to an end and the landlord is entitled to the market rent and the same has to be fixed on the basis of a valuation report and on the basis of a registered lease deed of a similarly situated property.

Thus, keeping in view the above background, no fault can be found in the well reasoned order passed by the Appellate Authority. Accordingly, the present revision petition is dismissed. The landlord-respondent will be entitled for the amount, as directed by the Appellate Authority.

12.02.2015
sailesh

(G.S.SANDHAWALIA)
JUDGE