

**IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

**C.R. No.654 of 2016**

**Date of Decision : 05.02.2016**

Brij Mohan

..... Petitioner

Versus

Parshotam Dass

..... Respondent

**CORAM : HON'BLE MR. JUSTICE AJAY TEWARI**

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Present : Mr. B.S. Sra, Advocate  
for the petitioner.

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1. Whether Reporters of local papers may be allowed to see the judgment?
2. To be referred to the Reporters or not?
3. Whether the judgment should be reported in the Digest?

**AJAY TEWARI, J. (Oral)**

This revision has been filed against the order dated 03.11.2015  
passed by the Appellate Authority awarding mesne profits.

It is not disputed that the contractual rent was fixed at  
Rs.16,000/- per annum.

Learned counsel for the petitioner-tenant has primarily argued  
that in respect of the neighbouring shops situated within the same building  
owned by the same landlord the rent petition was allowed by order dated  
26.07.2014 where the Appellate Authority fixed the mesne profits at  
Rs.16,000/- per month and that order was accepted by the landlord. In the  
circumstances, the mesne profits could not be fixed at Rs.50,000/- per

month on 03.11.2015 i.e. after 16 months.

On the contrary, learned counsel for the respondent-landlord has argued that the petitioner-tenant had himself made a suggestion to the respondent-landlord and his son that the rent of the shop in dispute can now fetch about Rs.70,000-80,000/- per month and at another place he has been stating that the mesne profits could not be fixed @ Rs.50,000/- p.m. He has further argued that shops in the vicinity had been let out in 2014 @ Rs.1,35,000 p.m. and @ Rs.1,65,000/- p.m.

As regards the averments made by the landlord in the application for mesne profits that the shop in dispute can now fetch Rs.70,000-80,000/- p.m., the petitioner in reply to that application had stated that the demised premises can fetch that rent only if the whole premises is renovated and reconstructed. As regards the rent of shops in the vicinity, the petitioner replied that the alleged shops are situated at much better place than the demised premises and the size of the said shops are also much bigger than the demised shop.

Further the learned for the respondent has argued that whatever mesne profits are to be fixed by this Court the respondent would have no objection if the same is deposited in a fixed deposit and the same may be enured to the party who would be successful in appeal and till that time the contractual rent should be paid to the landlord. It is further argued that in rent cases the anxiety of the landlord is for quick decision of the appeal and not so much about the mesne profits.

Keeping in view the above facts, in my considered opinion the interest of justice would be met if the mesne profits are fixed at Rs.30,000/-

p.m. and the petitioner is given a period of one month from today to deposit the upto date amount before the Rent Controller who would put the amount over and above the contractual rent in a fixed deposit in any Nationalized bank. Ordered accordingly. The amount to be deposited in a fixed deposit would enure to the party who would be successful in appeal. Further, the Appellate Authority is directed to decide this case on or before the summer vacations starting from 15<sup>th</sup> June, 2016. However, it is clarified that in the event of default in the deposit of upto date mesne profits the interim order shall automatically stand vacated.

Revision petition stands disposed of in the above terms.

Since the main case has been decided, the pending civil miscellaneous application, if any, also stands disposed of.

**February 05, 2016**

*ashish*

**( AJAY TEWARI )  
JUDGE**