IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

(1) **Civil Revision No. 2348 of 2017 (O&M)**
Date of Decision: 26.09.2017

Vijay Kumar and another
.... Petitioners/Tenants

Versus

Rattan Lal Jain
.... Respondent/Landlord

AND

(2) **Civil Revision No. 3133 of 2017 (O&M)**

Rattan Lal Jain
.... Petitioner/Landlord

Versus

Vijay Kumar and another
.... Respondents/Tenants

CORAM: HON'BLE MR. JUSTICE JASWANT SINGH

Present: Mr. Gagandeep Goel, Advocate
for the petitioners-tenants (in CR No. 2348 of 2017) and
for the respondents-tenants (in CR No. 3133 of 2017)

Mr. Birinder Singh Khehar, Advocate
for the respondent-landlord (in CR No. 2348 of 2017) and
for the petitioner-landlord (in CR No. 3133 of 2017)

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JASWANT SINGH, J. (ORAL)

This common order shall dispose of both the aforementioned revisions (one filed by the tenant and the other by the landlord), directed against the order dated 01.03.2017, passed by learned Appellate Authority, Chandigarh, whereby *mesne* profit for the demised premises comprising ground floor of SCO No. 43, Sector 20-C, Chandigarh, have been determined @ Rs. 85,000/- per month payable with effect from the date of the eviction order dated 09.11.2016.

The tenants claim that the rate determined is on the higher side, whereas the landlord claims that the rate assessed is on the lower side.

Learned counsel for the tenants has primarily relied upon a lease deed dated 29.07.2016 pertaining to SCO No. 12, Sector 20-D, Chandigarh, wherein for the entire ground floor, lease amount per month has been recited to be @ Rs. 70,000/- per month.

On the other hand, learned counsel for the landlord has relied upon a lease deed dated 26.03.2014 pertaining to adjoining SCO No. 41, Sector 20-C, Chandigarh, whereby for the comparable area on the ground floor, the specified rate of rent is Rs. 2.60 lacs with an increase of 7% every year i.e. at the relevant time of eviction order, the prevalent monthly rent would be around Rs. 2.98 lacs. He has further rebutted the lease deed dated 29.07.2016, relied upon by the tenants, by showing the relevant Clause-3 of the same, specifying the stated rent to be at the concessional rate apart from being situated in the other area of the sector i.e. Sector-20-D.

After hearing learned counsel for both the parties and carefully perusing lease deeds placed on record, this Court is persuaded to accept the plea raised on behalf of the landlord-Rattan Lal Jain. The lease deed relied upon by the landlord is for a comparable area and in the same vicinity, in fact adjacent, and relevant in time to provide the basis for determining the prevalent market rate of rent, which the landlord would be able to fetch at around the time of eviction order passed against the tenant, however, keeping in view the long tenancy of the tenant some leverage by reduction of the rate has to be granted to the tenant. Therefore, keeping in view the facts of the case and balancing the equities, this Court finds that *mesne* profit for the demised premises should be @ Rs. 1.75 lacs per month.

Accordingly, in view of above, the impugned order dated 01.03.2017 is set aside and it is directed that the tenants shall pay *mesne* profit @ Rs. 1.75 lacs inclusive of monthly rent and other charges for use and occupation of the demised premises, payable with effect from the date of eviction order dated 09.11.2016.

Disposed of in the above terms.

September 26, 2017 **(JASWANT SINGH)**
'dk kamra' **JUDGE**

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No