

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

121 (2 cases)

Date of Decision : 09.10.2018

1) CR No.647 of 2018 (O&M)

Rajinder Parshad

..... Petitioner

Versus

Deepak Saini

..... Respondent

2) CR No.1561 of 2018 (O&M)

Deepak Saini

..... Petitioner

Versus

Rajinder Parshad

..... Respondent

CORAM : HON'BLE MR.JUSTICE AJAY TEWARI

Present : Mr. Siddharth Gupta, Advocate
for the petitioner (in CR-647-2018)
for the respondent (in CR-1561-2018)

Mr. Atul Jain, Advocate
for the petitioner (in CR-1561-2018)
for the respondent (in CR-647-2018)

AJAY TEWARI, J. (Oral)

These two revisions have been filed by the tenant and the landlord and both have challenged the fixation of mesne profits by the appellate authority. Since the issues involved are same both revisions are decided by the common order.

The essential facts are that shop measuring 100 sq. feet approximately in Mori Gate, Manimajra, Chandigarh was taken by the

tenant-Rajinder Parshad on rent in the year 1990 at the rate of Rs.1250/- p.m. The main issue is what would be the mesne profits in the year 2017. The appellate authority had fixed the mesne profits @ Rs.10,000/- p.m. and, as mentioned above both the parties have challenged it. Out of the lease deeds placed on record only two pertain to Mori Gate, Manimajra. The tenant-Rajinder Parshad had placed on record one lease deed dated 27.02.2017 of Mohalla Mori Gate whereby a room was rented out @ Rs.2800/- p.m. The landlord-Deepak Saini had placed on record a lease deed dated 28.07.2014 of Mohalla Mori Gate whereby a shop was rented out @ Rs.21,000/- p.m.

As regards the lease deed placed on record by the tenant, counsel for the landlord stated that the same is a room and would have no relevance to fix the mesne profits of a shop. As regards the lease deed placed on record by the landlord, counsel for the tenant states that dimensions of the building are not given and therefore it has no relevance in fixing the mesne profits.

In Angoori Devi and others vs. Smt. Satya Bhama, (2016) 1 RCR (Rent) 588, this Court has discussed various parameters and drawn a balance between the two competing claims by fixing mesne profits at a rate between the contractual rent and the market rent. Keeping in view the entire conspectus of facts, I deem it appropriate to fix the mesne profit @ Rs.6500/- p.m. Ordered accordingly. The same would be payable from the date of eviction.

Counsel for the tenant states that this would result in a huge liability and seeks adequate time to deposit the same. I find this to be a fair

prayer.

Let the arrears of the mesne profits be deposited in the Court within four months. However, the current amount for the month of November, 2018 onwards would be payable in advance by 7th of every month. Out of the deposited amount/s, the contractual rent payable to the landlord shall be released to him while the remaining amount including arrears of mesne profits be deposited in a fixed deposit in any nationalized bank. The amount/s so accumulated would enure to the benefit of the party who would be successful.

Petitions stand disposed of in the above terms.

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

October 09, 2018
ashish

(AJAY TEWARI)
JUDGE

Whether speaking/reasoned - Yes/No

Whether reportable - Yes/No