IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Civil Revision No.5306 of 2022 (O&M)
Date of Decision: 24.02.2023

Gurmail Singh

...Petitioner.

Versus

Jatinder Singh

...Respondent.

CORAM: HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA

Present:- Mr. Chandra Kumar Jha, Advocate,
for the petitioner.

Mr. Shehbaz Thind, Advocate,
for the respondent-caveator.

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MEENAKSHI I. MEHTA, J.(ORAL)

Feeling aggrieved by the order dated 12.10.2022 (Annexure P-1) as passed by learned Appellate Authority, Ludhiana, in Rent Appeal No.2097 of 2020, whereby the *mesne* profits in respect of the demised shop, have been assessed as Rs.12,000/- per month, the petitioner-tenant (here-in-after to be referred as 'the tenant') has filed the instant revision petition to lay challenge to the same.

2. I have heard learned counsel for the petitioner-tenant as well as learned counsel for the respondent-caveator-landlord (here-in-after to be referred as 'the landlord') in the present revision petition and have also perused the file carefully.

3. Learned counsel for the tenant contends that the agreed rate of rent in respect of the demised shop was Rs.600/- per month whereas the landlord had claimed the same @ Rs.1450/- but vide the impugned order, the Appellate Authority has wrongly assessed the *mesne* profits in respect of this shop at the rate of Rs.12,000/- per month which is quite exorbitant and unreasonable and therefore, the said order is not legally sustainable and deserves to be set aside.

4. Per-contra, learned counsel for the landlord argues that the impugned order is perfectly logical and legal as while assessing the *mesne* profits, the Appellate Authority has taken into consideration and has also properly appreciated the factum of the prevalent market rate of rent for the shops similar to the demised shop.

5. With the passing of the ejectment order against the tenant, his tenancy qua the rented premises comes to an end and thereafter, he is liable to pay the *mesne* profits for the use and occupation of the premises, which are to be assessed by taking the rate of rent, as prevalent in the market for the similar properties located in the same area, into consideration. The underlying intent for such assessment is to compensate the landlord for the difference of the amount between the rent as was agreed between the parties to be paid in respect of the premises under tenancy and the rent which the same would have fetched on being let out afresh, after the vacation thereof by the tenant consequent upon his ejectment.

6. The Appellate Authority has categorically mentioned in Para No.6 in the impugned order that though the landlord had produced the

copies of the Rent Agreement and Lease Agreement executed in respect of the properties situated in East Model Gram and Kochar Market, Ludhiana, showing the agreed rate of rent as Rs.27,000/- and Rs.30,000/- per month respectively but the demised shop was situated in a different area, i.e New Model Town and since the said area was also a commercial hub, therefore, the *mesne* profits for the said shop were assessed @ Rs.12,000/- per month. In view of the above-discussed facts and circumstances, it is explicit that the impugned order is well-reasoned and justified as well.

7. As a sequel to the fore-going discussion, it follows that the impugned order does not suffer from any illegality, infirmity, irregularity or perversity so as to warrant any interference by this Court. Resultantly, the revision petition in hand, being *sans* any merit, stands dismissed.

(MEENAKSHI I. MEHTA)
JUDGE

24.02.2023
seema

Whether speaking/reasoned: *Yes*
Whether Reportable: *Yes*