

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CR No.7580 of 2023

Date of Decision: 18.12.2023

Dilpreet Singh

...Revisionist-Petitioner

Versus

Piyush Gupta and others

...Respondents

CORAM: HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTAPresent:- Mr. Mandeep Kumar Dhot, Advocate
for the revisionist-petitioner.Mr. Imran Farooqi, Advocate
for respondent No.1-Caveator.

MEENAKSHI I. MEHTA, J. (Oral)

By filing the instant revision-petition under Article 227 of the Constitution of India, the petitioner-tenant has laid challenge to the order Annexure P-10 passed by learned Appellate Authority on 17.10.2023 in the ***Rent Appeal No.47 of 2023*** titled as '***Dilpreet Singh and others vs. Piyush Gupta***', whereby the application (Annexure P-2), as moved by respondent No.1-Caveator-landlord (here-in-after to be referred as 'the landlord') with the prayer to assess the *mesne-profits* in respect of the shop in dispute and to make the payment thereof, a condition precedent for staying the order passed qua the eviction of the petitioner and proforma-respondents No.2 to 4-tenants has been allowed, by assessing the *mesne-profits* @ Rs.15,000/- per month from the date of the eviction order, while further directing that the amount of *mesne-profits*, over and above the provisionally assessed rent

to the tune of Rs.400/- per month, shall be deposited in some Nationalized Bank in the form of Fixed Deposit Receipt and shall be payable in the light of the decision of the appeal.

2. As per the brief factual-matrix, unfolded from the perusal of the file and culminating in the filing of the present revision-petition, the landlord filed a Rent Petition against the tenants for seeking their eviction from the shop in dispute and the same was allowed by the Rent Controller vide judgment Annexure P-1 on 03.08.2023. The tenants moved the afore-referred appeal against the said judgment and the landlord also filed the above-said application therein which has been allowed vide the impugned order, as already discussed in the opening para of this judgment.

3. I have heard learned counsel for the petitioner-tenant as well as learned counsel for respondent No.1-landlord in this revision-petition, at the preliminary stage and have also perused the file carefully.

4. Learned counsel for the petitioner-tenant refers to Annexure P-6, i.e the copy of the Rent Agreement, whereby the shop located near Delhi Gate, Malerkotla, has been let out with monthly rent @ Rs.10,500/- and he contends that from this document, it becomes quite explicit that the amount of the *mesne-profits*, as assessed by the Appellate Authority vide the impugned order, is highly excessive and hence, the said order deserves to be modified by reducing the rate of *mesne-profits*.

5. Per-contra, learned counsel for respondent No.1-landlord argues that the Rent Agreement Annexure P-6 pertains to the shop located in some different area whereas Rent Agreements Annexures P-4 and P-5 have been executed in respect of the shops situated in the same vicinity

wherein the shop in dispute is located and the agreed rate of monthly rent has been mentioned therein to be Rs.22,500/- and Rs.33,500/- respectively and in view thereof, the rate of *mesne-profits*, as assessed by the Appellate Authority vide the impugned order, is perfectly justified.

6. So far as the Rent Agreement Annexure P-6 is concerned, the same cannot be taken into consideration to ascertain/determine the legality of the impugned order because concededly, it pertains to the shop situated in the locality different from the area wherein the shop in dispute is located whereas the shops, as shown to have been let out vide the Rent Agreements Annexures P-4 and P-5 and the disputed shop, are, admittedly, situated in the same locality and in view of these documents, this Court is of the considered opinion that the rate of *mesne-profits*, as assessed vide the impugned order, is quite reasonable and justifiable, specially in the circumstances when the Appellate Authority has also directed therein for depositing the amount of *mesne-profits*, beyond the rate of the provisionally assessed rent, in some Nationalized Bank in the shape of Fixed Deposit Receipt.

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 call for any interference by this Court. Resultantly, the revision-petition in hand, being *sans* any merit, stands dismissed.

18.12.2023
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(MEENAKSHI I. MEHTA)
JUDGE

Whether speaking/reasoned: Yes
Whether Reportable: No