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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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*Date of decision: 06th November, 2023*

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**CS(OS) 461/2019 & IA 12351/2019, IA 5035/2021, IA 5036/2021, IA 5037/2021, IA 3722/2022**

**BIKRAMJIT AHLUWALIA**

..... Plaintiff

Through: Mr.Rajesh Kumar, Advocate with  
Mr.Atul Agarwal, Advocate.

versus

**STUDENT INN SERVICES & ORS.**

..... Defendants

Through: None.

**CORAM:**

**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA**

**J U D G M E N T (oral)**

1. A suit for recovery of possession, outstanding rent, mesne profit along with interest @ 18% per annum in respect of the property bearing No.C-5/34, Safdarjung Development Area, New Delhi comprising of Basement, Stilt Floor, Ground Floor, First Floor, Second Floor and Third Floor built on 800 Sq. Yards of land, has been filed on behalf of the plaintiff.
2. Learned counsel for the plaintiff submits that he has already got the possession of the suit property on 19.05.2022.
3. None is present on behalf of the defendants today and none was present even on the last date. Defendants are proceeded ex-parte.
3. Learned counsel for the plaintiff submits that the tenancy of the defendants was terminated vide Notice dated 11.06.2019 w.e.f 11.07.2019.



No rent has been paid @ Rs.16 lakh per month w.e.f March, 2019 till the date of vacation of the premises on 19.05.2022. Hence, recovery of arrears is sought @ Rs.16 lakh per month.

4. The defendants in their written statement had claimed that the rent stood paid till March, 2019. Learned counsel for the plaintiff submits that in view of the admissions of the defendant in their written statement, the arrears of rent may be granted from April, 2019 onwards.

5. Considering the submissions and also the pleadings, the suit of the plaintiff for recovery of arrears of rent is hereby allowed from April, 2019 till 11.07.2019 on which date the tenancy stood terminated @ Rs.16 lakhs per month.

6. The plaintiff has also sought mesne profits from July, 2019 till the date of possession. Learned counsel for the plaintiff submits that he does not want to adduce any evidence to prove the prevailing rate of rent in the area but the mesne profits may be granted on the rate of rent that was admitted between the parties.

7. In view of the submissions made, the mesne profits @ Rs.16 lakh per month are allowed w.e.f 11.07.2019 till 19.05.2022.

8. Learned counsel for the plaintiff has further asserted that the interest @ 18% per annum be granted on the rent/mesne profits in terms of the registered Lease Deed dated 27.04.2018 that was admittedly executed between the parties.

9. It is pertinent to note here that 18% is not the rate of rent being granted by the banks. Though the parties may have agreed to rate of rent being 18% per annum, but such a stipulation is more in the nature of penalty rather than the interest on the delayed amount. Therefore, the interest on the



arrears of rent and mesne profits is granted @ 6% per annum.

10. The suit of the plaintiff for recovery of arrears of rent and mesne profits along with interest @ 6% per annum is hereby allowed. The plaintiff is entitled to recover the rent/ mesne profits @ Rs.16 lakhs per month along with interest @ 6% per annum w.e.f 11.07.2019 till 19.05.2022.

11. The Court fee be paid on the mesne profits.

12. Parties to bear their own costs.

13. Decree sheet be prepared.

14. The pending applications, if any, also stands disposed of accordingly.

**(NEENA BANSAL KRISHNA)**  
**JUDGE**

**NOVEMBER 06, 2023**  
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