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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CR-606-2024 (O&M)
Date of decision : 05.02.2024

Yuvraj Singh ... Petitioner(s)

Versus

Harninder Singh & Anr. ... Respondent(s)

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Divanshu Jain, Advocate for the petitioner.

Mr. Anuj Kumar Sharma, Advocate for the respondents.

ALKA SARIN, J. (ORAL)

1. The present civil revision petition has been preferred challenging the impugned order dated 06.01.2024 whereby *mesne* profits have been fixed by the Appellate Authority and the petitioner has been directed to pay the same within a period of one month.
2. Learned counsel for the petitioner has relied upon the judgments of the Hon'ble Supreme Court in the case of **M/s Atma Ram Properties (P) Ltd. Vs. M/s Federal Motors Pvt. Ltd. [2005 (1) RCR (Civil) 212]** and **State of Maharashtra & Anr. Vs. M/s Super Max International Pvt. Ltd. & Ors. [2009 (9) SCC 772]**. It is further the contention of the learned counsel that the petitioner is willing to deposit the said amount. He, however, prays for one month's time to deposit the same.

3. *Per contra*, the learned counsel for the respondents has contended that a perfectly reasoned order has been passed by the Appellate Authority which calls no interference.

4. I have heard the learned counsel for the parties.

5. Hon'ble Supreme Court in the case of **M/s Super Max International Pvt. Ltd.** (supra) has held as under :

“48. Before concluding the decision one more question needs to be addressed: what would be the position if the tenant's appeal/revision is allowed and the eviction decree is set aside? In that event, naturally, the status quo ante would be restored and the tenant would be entitled to get back all the amounts that he was made to pay in excess of the contractual rent. That being the position, the amount fixed by the court over and above the contractual monthly rent, ordinarily, should not be directed to be paid to the landlord during the pendency of the appeal/revision. The deposited amount, along with the accrued interest, should only be paid after the final disposal to either side depending upon the result of the case. In case for some reason the Court finds it just and expedient that the amount fixed by it should go to the landlord even while the matter is pending, it must be careful to direct payment to the landlord on terms so that in case the final decision goes in favour of the tenant the payment should be made to him without any undue delay or complications.”

6. This Court in the case of **Angoori Devi & Ors. Vs. Smt. Satya Bhama [2016 (5) RCR (Civil) 1043]** also held that *mesne* profits should not

be paid to the landlord during the pendency of the appeal/revision unless some special reasons have been shown and the amount should be deposited in a Fixed Deposit/Recurring Deposit.

7. In view of the above, the present revision petition is partly allowed. The impugned order is modified to the extent that *mesne* profits shall be deposited by the petitioner as directed by the Appellate Authority i.e. on or before 10th day of every Calendar month. The amount so deposited shall be invested in an FDR. The petitioner is granted one month's time from today for depositing the arrears of *mesne* profits as calculated by the Appellate Authority. The remaining conditions as imposed by the Appellate Authority shall remain intact.

8. Disposed off accordingly. Pending applications, if any, also stand disposed off.

05.02.2024
Yogesh Sharma

(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO