

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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2024:PHHC:030547
RSA-1478-1992
Date of decision: 04.03.2024

BANK OF INDIA ..Appellant
Versus
JAGAT SINGH ..Respondent
CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Anil Johar, Advocate
and Mr. Dinesh Nagar, Advocate
for the appellant.

ANIL KSHETARPAL, J(Oral)

1. This is an old appeal pending in this Court for the last 32 years.
2. On 20.08.1992, the appeal was ordered to be admitted for final hearing with the following order:-

“Admitted only with regard to the quantum. No stay. Appellant is, however, granted two months’ time to make alternative arrangement and the decree shall be executed only thereafter.”

3. The learned counsel representing the appellant admits that the appellant-Bank has already handed over the vacant possession of the premises in dispute to the respondent (plaintiff). The Courts while decreeing the suit has also directed the Bank to pay the arrears of rent as well as the amount of mesne profits for use and occupation of the premises. The First Appellate Court has examined the aforesaid aspect in the following manner:-

“26.So, as a sequel to above discussion and findings, above mentioned appeal instituted by defendant-bank/appellant and cross-objections filed by the plaintiff-respondent are disposed of accordingly and the present appeal partly succeeds and is partly accepted impugned judgement and decree dated 17.4.92 of Sh.V.P Bishnoi, Ld. Sub Judge are set aside to the extent that 1d. Sub judge has granted decree for recovery of difference of rent w.e.f. 11.4.83 to 1.12.86 and the impugned judgment and decree of Ld. trial court are modified in this way that suit of the plaintiff for actual possession of the building in dispute by ejectment stands decreed with costs of the suit against the defendant-appellant and decree for recovery of the difference of tent

w.e.f. 1.12.86 to 11.4.88 at the rate of Rs.6400/-minus Rs. 5000/- is equal to Rs. 1400/- and at the rate of 7040/-minus Rs. 5000/- is equal to Rs. 2040/- for the period from 12.4.88 to 1.1.89 is passed with costs in favour of the plaintiff against the defendant-appellant with interest at the rate of 13.5% per annum from the date i.e. 1.12.86 on the amount which-ever became due on account of the difference till the date of adjustment of this total amount of the arrears of the difference by the defendant bank in the loan amount of the plaintiff. Plaintiff is further granted decree for recovery of compensation for use and occupation of the demised premises at the rate of Rs. 7040/ per month w.e.f. 1.1.89 till the date of delivery of actual physical possession by the defendant-appellant bank to the plaintiff is awarded costs of the suit accordingly as per decree of this court. Plaintiff is further ordered to make up deficiency in the court fee by paying court fee on Rs. 54760/- in addition to already paid in this court within 15 days from the date of this decision failing which plaint of the plaintiff will be deemed to be rejected and in that event appeal with costs of the appellant will stand accepted accordingly. In the peculiar circumstances of the case parties are left to bear their own costs of this appeal only. It is made clear that the deficiency in the court fee made good by the plaintiff-respondent before this court in pursuance of this judgement will stands added to the costs of the suit awarded by ld. sub judge and it has only been allowed to the plaintiff by this court. Cross objection are disposed of accordingly with no order as to costs. Decree-sheet be prepared accordingly and the file be consigned to the record room.”

4. The learned counsel representing the appellant has failed to draw the attention of the Court to any error in the aforesaid observations of the First Appellate Court.
5. Hence, no ground to interfere is made out.
6. Dismissed accordingly.
7. All the pending miscellaneous applications, if any, are also disposed of.

March 04th, 2024

(ANIL KSHETARPAL)
JUDGE

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Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No