



**131 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CR-2787-2024 (O&M)

Date of Decision: 08.05.2024

Manjitpal Singh @ Bunty

....Petitioner

versus

Daleep Kumar Khanna

.... Respondent

CORAM : HON'BLE MR.JUSTICE GURBIR SINGH

Present: Mr.Prateek Sodhi, Advocate for the petitioner.

GURBIR SINGH, J.

1. Challenge in this petition is to order dated 15.04.2024 whereby the petitioner has been directed to pay a sum of Rs. 8000/- per month as mesne profits for the demised premises.

2. The brief facts, which are necessary for disposal of this petition, are that respondent (hereinafter referred to as 'the landlord') moved an application for ejectment of the petitioner from the demised premises. Order of ejectment was passed on the ground of bonafide necessity. Petitioner filed appeal against the order of ejectment.

3. Petitioner moved an application for staying the order of ejectment. Respondent-landlord moved an application for mesne profits on account of pending arrears of rent of the demised premises. Learned Appellate Authority assessed the mesne profits @ Rs. 8000/- per month from the date of order of ejectment and directed to pay the same alongwith entire arrears of rent within one month and further to pay mesne profits of



the said rate regularly by 15th of every month and operation of the impugned order under the appeal was stayed.

3. Learned counsel for the petitioner has argued that earlier two shops were under the tenancy of father of the petitioner. As per compromise deed dated 11.09.2013, one shop was vacated and the rent of the other shop which is demised premises was fixed @ Rs.1250/- per month with a further increase @ Rs. 130/- after every two years on the basic rent. The present rate of rent of the said shop is Rs. 1770/- per month. It is further argued that the landlord himself filed a suit for recovery of arrears of rent @ Rs. 1770/- per month from 08.05.2022 till the date of delivery of possession and appellant offered to make payment as assessed by the said Court vide order dated 13.03.2024. It is further argued that assessing mesne profits @ Rs. 8000/- per month is on higher side, without any basis. The lease deed dated 26.04.2023 (Annexure P-9) whereby parties had renewed the previous lease deed dated 09.03.2018, was an unregistered document but the Courts below placed reliance on the said document.

4. I have heard the submissions made by learned counsel for the petitioner.

5. Relationship of landlord and tenant is not disputed. On the asking, learned counsel for the petitioner fairly admits that the civil suit in which arrears of rent were claimed, has already been withdrawn. It is well settled law that if tenant wants to retain possession during the pendency of the appeal then he is required to pay the mesne profits at the prevalent market rate. The rent of the demised shop was fixed @ Rs. 1250/- per month with an increase of Rs. 130/- after every two years but the same was



rate of rent. On the passing of the order of ejectment, relationship of landlord and tenant ceased to exist and landlord is entitled to get the mesne profits if tenant wants to retain the possession of the property during the pendency of the appeal. The learned Appellate Authority relied on lease deed dated 09.03.2018 which is a registered deed for five years and pertains to the shop situated in the same vicinity. At that time rate of rent was fixed as Rs. 10,000/- per month and said lease deed is now even extended by unregistered deed dated 26.04.2023 (Annexure P-9) whereby rent of the said shop is increased to Rs. 12,000/- per month. Since earlier in the year 2018 shop situated in the same locality was let out @ Rs. 10,000/-per month so assessing mesne profits @ Rs. 8000/- per month for the demised shop cannot be considered on the higher side. The petitioner has failed to produce any document of tenancy of similar area or valuation report in support of his case.

6. In the light of above discussion, there is no illegality in the impugned order. Same has been passed in accordance with the law and there is no scope for interference.

6. Dismissed in limine.

(GURBIR SINGH)
JUDGE

08.05.2024
sunita

Whether Reasoned/Speaking : Yes/No
Whether Reportable : Yes/No