

**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH**

CR No.6987 of 2023

Date of Decision: 19.01.2024

Mohammad Shabir

...Revisionist-Petitioner

Versus

Shoukat Ali and another

...Respondents

CORAM: HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA

Present:- Mr. Shubham Chandel, Advocate appearing for
Mr. Sunny K. Singla, Advocate
for the revisionist-petitioner.

MEENAKSHI I. MEHTA, J. (Oral)

By way of the instant revision-petition, the petitioner-tenant (here-in-after to be referred as 'the tenant') has assailed the order passed by learned Additional District Judge, Sangrur (for short 'the Appellate Authority') in *Rent Appeal No.39 of 2023* titled as '*Mohammad Shabir vs. Shoukat Ali and another*', whereby application Annexure P-3, as moved by the respondents-landlords with a prayer to direct him (tenant) to pay the *mesne-profits* in respect of the demised shop @ Rs.20,000/- per month, for its use and occupation, has been allowed to the extent that he has been directed to pay the same @ Rs.4000/- per month.

2. I have heard learned counsel appearing for the petitioner-tenant in the present revision-petition, at the preliminary stage and have also perused the file carefully.

3. Learned counsel appearing for the tenant contends that the tenant had been paying the rent for the demised shop at the agreed rate of Rs.400/- per month and Annexure P-5 is the Receipt regarding the payment of Rs.1200/- as the monthly rent qua a similar shop but vide the impugned order, the Appellate Authority has wrongly assessed the *mesne-profits* for the demised shop @ Rs.4000/- per month, by enhancing the agreed rent ten times and the same is highly excessive and unreasonable and therefore, the said order is not legally sustainable and hence, it deserves to be set aside.

4. However, the above-raised contention is devoid of any merit because the afore-said Receipt Annexure P-5 merely shows the payment of an amount of Rs.1200/- towards the rent of a shop but its exact area and also the date, month and the year of the inception of the tenancy, have not been mentioned therein so as to ascertain as to whether the said shop is similar to the demised shop in its area/measurement or not and as to when it had been let out. Concededly, the demised shop had been let out to the tenant in the year 1983, i.e almost four decades ago, with the monthly rent @ Rs.400/- and vide the judgment Annexure P-1, the Rent Controller has ordered the eviction of the tenant from the same and he (tenant) has preferred the above-referred Appeal against the said judgment. It is well-settled that with the passing of an order of eviction, the rate of contractual rent comes to an end and the tenant becomes liable to pay the *mesne-profits* at the prevalent market rate of the rent, which a similar premises, if let out at the relevant time, would have fetched. Keeping in view the ever-rising price index, this Court is of the considered opinion that the assessment of

the *mesne-profits* qua the demised shop @ Rs.4000/- per month, cannot be construed to be excessive or exorbitant at all and rather, the same is perfectly justified and reasonable.

5. As a sequel to the fore-going discussion, it follows that the impugned order does not suffer from any illegality, irregularity, infirmity or perversity so as to call for any interference by this Court. Resultantly, the revision-petition in hand, being *sans* any merit, stands dismissed.

19.01.2024

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(MEENAKSHI I. MEHTA)
JUDGE

Whether speaking/reasoned: Yes

Whether Reportable: Yes