

**IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE**

Present:

The Hon'ble Justice Sugato Majumdar

**IA NO. GA/3/2021
In CS/138/2020
ANIRUDH JALAN
VS
NAMAN INFRA VENTURES PRIVATE LIMITED**

For the Plaintiff : Ms. Urmila Chakraborty, Adv.
Mr. Anit Meharia, Adv.
Ms. Paramita Banerjee, Adv.
Mr. Tamoghna Chatterjee, Adv.

Hearing concluded on : 11/08/2025

Judgment on : 11/08/2025

Sugato Majumdar, J.:

GA/3/2021 was filed by the plaintiff under Chapter XIII A of the Original Side Rules praying for summary judgment.

The defendant is a company within the meaning of the Companies Act, 1913. The plaintiff and the defendant had a lease agreement in respect of the Flat No. 13, Harrington Manson, 8, Ho Chi Minh Sarani, first floor, Kolkata-16. The lease agreement was executed on 07/08/2019 for a period of 6 years with effect from 01/09/2019 till September 10, 2025. Monthly lease rent was to be increased by 15 per cent on expiry of three years from the date of commencement. This apart, a sum

of Rs.75,000/- was payable on account of service charges in terms of service agreement dated 09/08/2019 with 15 per cent enhancement on expiry of the third year.

The defendant failed to pay rent and service charges from the month of January, 2020 to June, 2020, as a result of which a notice to quit was served under Section 106 of the Transfer of Property Act, 1882 terminating the tenancy. Thereafter, the instant suit was filed praying for recovery of possession.

Co-ordinate Bench of this Court in terms of Order dated 27th September, 2021 passed the judgment on admission for eviction and recovery of vacant, peaceful, actual and *khas* possession of the suit premises. Possession was also taken.

Supplementary affidavit has been filed by the plaintiff praying for calculation and passing order on mesne profit. The contention is that mesne profit can be directed to be paid at the rate of last paid rent as well as service charges along with other claims.

Ms. Chakraborty, Learned Counsel for the plaintiff submitted that in terms of the lease agreement dated 7th August, 2019 payable rent in respect of the premises was Rs.1,50,000/- per month. Service charges payable in terms of the service agreement dated 9th August, 2022 is Rs.75,000/-. The Learned Counsel further submitted that electricity charges and corporation tax shares should be paid.

On hearing the Learned Counsel for the petitioner and on perusal of the pleadings, this Court is of the opinion that mesne profit shall be paid at a rate of rent last paid. Accordingly, it should be Rs.1,50,000/- per month along with Rs.75,000/- per month on account of service charges. In other words, it should be calculated at a rate of Rs.2,25,000/- per month. It is in the pleadings that the lease stood

determined on expiry of November 6, 2020 and the defendant became trespasses on and from 7th November, 2020. Mesne profit would, therefore, be payable from the month of December, 2020 at a rate of Rs.2,25,000/- per month with interest at the rate of 8 per cent per annum. The defendant shall pay the amount of mesne profit within three months from the date of final decree, in case of default of which, the plaintiff will be at liberty to draw up execution proceeding. In case of default after the said period of three months, the defendant shall also be liable to pay additional interest at the rate of 4 per cent per month from that date.

Let final decree be drawn up.

Accordingly, the suit along with all pending applications stand disposed of.

(Sugato Majumdar, J.)

T.O.
A.R.(C.R.)