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

1.

CR-945-2023 (O&M)**Date of Decision : 13.02.2025**

Makhan Lal Singla

... Petitioner(s)

Versus

Anil Jain & Anr

... Respondent(s)

2.

CR-2085-2023 (O&M)

Anil Jain @ Anil Kumar & Anr

... Petitioner(s)

Versus

Makhan Lal Singla

... Respondent(s)

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Aayush Goyal, Advocate
for the petitioner in CR-945-2023 and
for the respondent in CR-2085-2023.

Mr. Rajan Bansal, Advocate
for the respondents in CR-945-2023 and
for the petitioners in CR-2085-2023.

ALKA SARIN, J. (Oral)

1. The present order shall dispose off the aforesaid two revision petitions. The parties are being referred to as tenant and landlord for the sake of clarity. **CR-2085-2023** has been filed by the tenant aggrieved by the order passed by the Appellate Authority assessing the *mesne* profits as ₹20,000/- per month. **CR-945-2023** has been filed by the landlord aggrieved by the assessment of the *mense* profits on the ground that the same are on the lower side.

2. Learned counsel for the tenant would contend that the lease deed being relied upon by the landlord is qua a shop No.MC No.4658/1 which was got vacated and was let out again vide a lease deed in the year 2018 (Annexure P-9). The area of the said shop is 145 sq. yds for the ground-floor as well as for the first floor and the rent initially was ₹97,500/- per month and subsequently was enhanced to ₹1,18,511/- from the period 01.05.2022 to 30.04.2023. The said shop is situated in the same lane as the shop in dispute. The learned counsel for the tenant would further contend that the area of the shop in dispute is about 23 sq. yds and the area of the shop qua which a lease deed dated 11.05.2018 (Annexure P-9) has been appended with CR-2085-2023 is measuring 145 sq. yds. and is a double storey shop and that by any standard, the amount is excessive.

3. *Per contra*, the learned counsel for the landlord has also relied upon various lease deeds and as per him the average of the lease deeds appended comes to about ₹38,000/- per month.

4. Heard.

5. In the present case, different lease deeds have been appended and relied upon by both the counsel. One of the lease deeds is qua a common shop. The lease deed relied upon by the landlord is for an earlier period showing the rent to be ₹3,53,692/- for the period 01.11.2022 to 31.10.2023. However, admittedly, the same shop was vacated and was re-let out in 2018 vide a lease deed dated 11.05.2018 (Annexure P-9 in CR-2085-2023). The rent for the period 01.05.2022 to 30.04.2023 was ₹1,18,511/- which comes to about ₹817/- per sq. yd. If the same was to be taken as a standard, the approximate per sq. yd rate would be about ₹817/- which comes to ₹18,791/-

for 23 sq. yds. The Appellate Court has assessed it as ₹20,000/-. In view thereof, no fault can be found with the same. The present revision petitions being devoid of any merit are accordingly dismissed. Pending applications, if any, also stand disposed off.

13.02.2025
Yogesh Sharma

(ALKA SARIN)
JUDGE

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