



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

1. CR No. 4935-2025

Honey Sudhir and another ...Petitioners

vs.

Ashwani Bansal and another ...Respondents

2. CR No. 4946-2025

Honey Sudhir and another ...Petitioners

vs.

Ashwani Bansal and another ...Respondents

3. CR No. 4948-2025

Honey Sudhir and another ...Petitioners

vs.

Ashwani Bansal and another ...Respondents

4. CR No. 4949-2025

Honey Sudhir and another ...Petitioners

vs.

Anil Bansal and another ...Respondents

5. CR No. 4950-2025

Honey Sudhir and another ...Petitioners

vs.

Anil Bansal and another ...Respondents

**6. CR No. 4951-2025**

Honey Sudhir and another

...Petitioners

vs.

Anil Bansal and another

...Respondents

Date of Decision:-16.09.2025**CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA**

Present: Mr. M.L. Saggar, Sr. Advocate assisted by
Ms. Armaan Saggar, Mr. Rehaan Singh &
Mr. Omesh Garg Advcoates
for the petitioner (s)

Mr. Gaurav Chopra, Sr. Advocate assisted by
Mr. Divanshu Jain, Mr. Ankur Bansal and
Mr. Minkal Rawal, Advocates
for the respondent (s).

SUDEEPTI SHARMA, J. (Oral)

1. Since the challenge in all the above referred to six civil revision petitions is same, therefore, the above referred to six civil revision petitions are decided, vide this common order. The petitioners are asking for setting aside of order dated 23.05.2025 passed by learned Appellate Rent Authority, Jalandhar, whereby application for assessment of mesne profits was decided and mesne profits was assessed to be Rs.12,000/- per month and the respondent (s) were directed to pay mesne profit @ Rs.12,000/- per month from the date of passing of the order of eviction along with all arrears of rent @ Rs.800/- per month to the petitioner (s) before the Executing court within a period of 45 days from the date of passing of order dated 23.05.2025 on the ground that they are on the lower side.

2. Learned senior counsel for the petitioner (s) contends that the mesne profits assessed by learned Appellate Rent Authority, Jalandhar, vide



its impugned order dated 23.05.2025 is on the lower side and learned Appellate Rent Authority, Jalandhar did not take into consideration unregistered lease deed in the vicinity of the property in dispute placed on record by the petitioner (s) wherein monthly rent of Rs.30,000/- per month in the year 2023 was settled. He, therefore prays that the above referred to six civil revision petitions be allowed and the amount of mesne profits assessed by learned Appellate Rent Authority, Jalandhar be enhanced.

3. He has also relied upon following judgments:-

(i) *Raj Kumar vs. Harminder Singh Taneja*, 2023 (2) RCR (Rent) 315

(ii) *Paul Rubber Industries vs. Amit Chand Mitra*, 2023 (2) RCR (Rent) 472.

(iii) *Sukhjinder Singh vs. Khushwant Rai Joshi*, 2020 (1) RCR (Rent) 289.

4. Per contra, learned senior counsel for the respondent (s) contends as under:-

(i) That the learned Appellate Rent Authority, Jalandhar while relying upon the rate of gold, straightway increased the amount of rent to fifteen times more than what was paid by the respondent (s).

(ii) That the learned Appellate Rent Authority, Jalandhar increased the amount of rent paid by the respondent (s) to fifteen times without appreciating the age, location, construction & condition of the property in dispute and assessibility from and to, facilities inside the premises, parking space etc. He, therefore, prays that the impugned order dated 23.05.2025 be set aside and the revision petition (s) be dismissed.

(iii) He has relied upon following judgments:-



(a) ***Avtar Singh vs. Kuldip Singh and others***, passed in in CM No. 26599-CII-2015 in/and CR 8293-2015, decided on 18.08.2017.

(b) ***M/s Mahabir Parshad Ashok Kumar and ors vs. Ram Kunwar Gupta***, passed in C.M. No. 5427-CII-2015 in/and CR-6321-2012, decided on 12.01.2018.

(c) ***Rakesh Kumar and another vs. Ashok Kumar Mehal and others***, passed in CR Nos. 4427 and 7578 of 2015.

(d) ***M/s Jeweller's Khanna vs. Dr. Naresh Mittal***, 2009 (2) RCR (Civil) 567 and

(e) ***Mohammad Ahmad and another vs. Atma Ram Chauhan and others***, 2011 AIR (SC) 1940.

5. I have heard learned counsel for the parties and perused the whole file of this case with their able assistance.

6. It would be apposite to reproduce the relevant paras of the impugned order dated 23.05.2025, which are reproduced as under:-

“5. In light of the above facts, it cannot be denied that the property in question is situated in a commercial area, is being used for a commercial purpose. As per copy of lease deed placed on record by the respondents, a similarly situated property with a carpet area of 2896 sq.feet has been taken on lease by HDFC Bank Ltd. For Rs 170000/- per month whereas another shop measuring about 270 sq.ft, in the vicinity of the property in dispute has been rented out for a monthly rent of Rs 30000/- per month in the year 2023. This goes to show that the market rate of rent in the area in which the property in dispute is situated has



burgeoned manifold, so the appellants cannot be allowed to retain the possession of the same merely by continuing to pay the agreed rate of rent ie-Rs 800/- per month. It also cannot be lost sight of that even the gold rate has escalated sharply since 1990 thereby making out a strong case for increase in the rate of rent/occupation charged of commercial property Having compounded the above factors, this court has no hitch in opining that there is sufficient material on record for assessment of mesne profits and therefore such assessment cannot be delayed merely at the behest of the appellants especially when it has been held in a catena of authorities that the rationale behind awarding mesne profits is that that there is a need to deter the litigant from perpetuating the life of litigation and thereby robbing the landlord of the fruits of the litigation.

6. *For the purpose of determining the quantum of mesne profits, it would be much apposite to lay profitable reference upon the law laid down in Naresh Kumar Jain Vs. Deepak Jain and another, 2022(2) R.C.R. (Rent) 642. Relevant paragraph No. 12 thereof is extracted hereunder:-*

"12. I have heard learned counsel for the parties and gone through the paper-book as well as records of the case. The principles enunciated in the judgments rendered by the Hon'ble Supreme Court as well as this Court in the cases of R.K. Bansal Vs. Jag Pravesh Sharma, 2012(4) RCR (Civil), 395; Vardhman Holdings



Ltd. Vs. Ranbir Singh and others, 2015 (2) RCR (Civil) 164; Surinder Singh Vs. Dr. Davinder Mohan, 2006 (2) RCR (Rent) 26; M/s Atma Ram Properties (P) Ltd. M/s Federal Motors Pvt. Ltd., 2005(1) RCR (Rent) 1; Anderson Wright and Co. Vs. Amar Nath Roy and others, 2005(2) RCR (Civil) 831; and Angoori Devi and others Vs. Smt. Satya Bhama, 2016 (5) RCR (Civil) 1043; can be culled out in the following manner;

(i) Determination of mesne profits has to be made by way of summary manner without there being any detailed trial;

(ii). It has to be based on cogent and reliable material placed on record on behalf of both the sides, primarily by way of recent registered lease deeds pertaining to the locality concerned including any judicial determination;

iii) While making assessment, Court needs to consider, age of building, construction of building: its accessibility with main road; parking space, facilities inside and outside the premises; advantages and disadvantages attached to the premises, date of termination of tenancy, & change of market condition

iv). Though, it has to be akin to market rent at which the landlord would have been able to let out the premises, if a tenant would have vacated the same, yet



a balance has to be drawn between the claims of the landlord and the tenant, making the assessment as reasonable so as not to be oppressive which in a given case, if tenant fails to pay, has no option, but to suffer the execution of the ejectment decree/orders."

*Similarly, in case titled as **Pardeep Kumar Vs. Rajinder Kumar Shukla and another**, CR No.86 of 2024, decided on 11.01.2024, it has been held that*

"When there is no particular document then one of the criteria which a Court can take guidance is about the rate of gold which is directly proportional to the rate of inflation. In the year 1999, the rate of gold was Rs.4234/- per 10 grams and today it is Rs.64,500/- per 10 grams. So, it can be said that rate of gold is increased by 15.25 times from 1999."

*In **State of Maharashtra and another v. M/s Super Max International Pvt. Ltd. and others**, 2009 (9) SCC 772, it was held by a three-Judge Bench of the Hon'ble Apex Court that the amount of mesne profits should not be excessive, fanciful or a punitive amount. The relevant observations read thus:-*

"In light of the discussions made above we hold that in an appeal or revision preferred by a tenant against an order or decree of an eviction passed under the Rent Act it is open to the appellate or the revisional Court to stay the execution of the order or the decree on terms,



including a direction to pay monthly rent at a rate higher than the contractual rent. Needless to say that in fixing the amount subject to payment of which the execution of the order/decreed is stayed, the Court would exercise restraint and would not fix any excessive, fanciful or punitive amount.”

It has also been held much recently by our Honble High Court in M/s Bhandari Overseas and another Vs. Honey Sudhir and another, CR-4020-2024, decided on 29.07.2024 that

“It is well settled that the tenant is liable to pay the mesne profits to the landlord if operation of the ejectment order is stayed by the learned Appellate Authority and said amount is subject to adjustment on final decision. In Angoori Devi and others Vs. Smt. Satya Bhama, 2016 (5) R.C.R. (Civil) 1043, passed by Coordinate Bench of this Court, it has been held that the contractual rent comes to an end when eviction order is passed. However, the important aspect is that the Court, after giving opportunities to both the parties, need to determine the application for mesne profits, based upon authenticated material produced on record pending the appeal, summarily. For that, the Court needs to consider and take note of the Rent Control Legislation governing the particular premises/location, its nature-residential or non residential, age and nature of construction of buildings/premises, market value and the



rental value of the premises, other instances of rent of similarly situated premises, date of termination of tenancy.

The Court needs to consider all these material factors after giving opportunities to both the parties.

7. So being alive to law enunciated in the above referred judicial pronouncements and considering the fact that the demised premises forms part of an already developed commercial area-thickly surrounded by many other establishments and also being guided by the escalating inflationary trends of our economy, it cannot be denied that the prevailing rate of rent of the property in question must, in all modesty, be at least fifteen time more than what it was rented out for to the appellants way back in 1990. Resultantly, the mesne profits in the case in land are assessed to be Rs.12,000/- per month. Accordingly, the appellants/tenants are directed to pay mesne profits at the rate of Rs. 12,000/- per month from the date of passing of the order of eviction along with all arrears of rent at the rate of Rs 800/- per month to the respondents, before the executing, court, within a period of 45 days from today. Further till disposal of the appeal, payment of mesne profits @ Rs. 12,000/- per month shall be made by 10th of every calender month and if there is holiday on the said day, payment be made on the next working day. On such terms and conditions, the operation of order dated 29.10 2024 passed by the Id. Rent Controller is stayed during the pendency of the present appeal. Default in payment of



arrears of rent, arrears of mesne profits or future mesne profits as detailed supra, would automatically attract vacation of the stay order.”

7. A perusal of the above order shows that the same is passed without any application of mind, without any reasoning and just by relying upon escalating rate of gold, the mesne profits are assessed to be fifteen times more than what it was rented out to the respondents way back in the year 1990. There is no reasoning as to how fifteen times figure is taken to decide mesne profits.
8. Though the judgments are reproduced in the impugned order dated 23.05.2025 but there is no discussion regarding the same, therefore, the impugned order dated 23.05.2025 is passed without any application of mind, without any reasoning and is non speaking, which is thus liable to be set aside.
9. A perusal of impugned order shows that the petitioners relied upon two lease deeds in the vicinity of the property in dispute, one registered and other unregistered. The registered lease deed is of HDFC Bank Ltd. of shop measuring 2896 sq feet for rent @ Rs.1,70,000/- per month.
10. During the course of the arguments, both the learned counsels for the parties, on instructions from their respective parties, agreed to settle the mesne profits to be paid by the respondents/tenants on the basis of registered lease deed of HDFC Bank Ltd wherein rent @ Rs.1,70,000/- per month for the area of 2896 sq feet in the vicinity of the present property in dispute is settled.
11. Further, they agreed to settlement in view of the judgment



passed by this Court in ***Avtar Singh vs. Kuldip Singh and others*** in CM No. 26599-CII-2015 in/and CR 8293-2015, decided on 18.08.2017 wherein this Court assessed the mesne profits to be 1/4th of the neighbouring bank. The relevant paras of the same are reproduced as under:-

“34. Mr. Gupta argues that the guiding principles in case of determination of mesne profits, the Court would exercise restraint and would not fix any excessive, fanciful or punitive amount, as it would tend to lead to eviction by default and cessation of business in a case inter alia of non-payment of rent. If an onerous condition is imposed, the burden of which may be difficult for the tenant to bear then the Court may have done injustice. It is this judicial restraint which is the appropriate judicial reflex in the relief part in Alma Ram Properties, where the Supreme Court was not swayed by an adjoining property owned by the same landlord fetching rent of 3.5 lakhs against agreed rent of 371.90 p. fixed in 1944 and accepted the Tribunal's determination for damages for use and occupation at ₹15,000/- per month as fair and arrangement of mesne profits purpose of interim arrangement of mesne profits.

35. Keeping in view the differential and poise in Atma Ram Properties, I have after full debate with Mr. Anupam Gupta, learned senior counsel appearing for



the tenant and Mr. M. S. Bedi, learned senior counsel representing the landlord over many hours of hearing come to the belief that the appropriate measure of mesne profits should be more than what Mr. Gupta proposes and offers and 1/4th of the mesne profits of the neighbouring Bank is paying to its landlord, which makes for ₹80,000/- per month.”

12. Therefore, in view of the above referred to judgment, by calculating 1/4th of Rs.1,70,000/- (for 2896 sq. feet) as per the area of the shops in the present petition (s), both the counsels, with the consent of their respective parties, prepared a chart, which is reproduced as under:-

Civil Revision- Honey Sudhir & Another Vs Anil Bansal & Another							
Sr. No	CR No.	RA No.	Shop No.	Area	Earlier Rent since 1990	Mesne Profits Assessed	Agreed Mesne Profits
1.	CR No. 4949 of 2025 CR No. 4923 of 2025	139 of 2024	04	350 Sq. Ft.	850/-	Rs.12,000/- per month	350x14.67= 5134.50 per month
2.	CR No. 4935 of 2025 CR No. 4953 of 2025	141 of 2024	02	350 Sq. Ft.	650/-	Rs.9,750/-per month	350x14.67= 5134.50 per month
3.	CR No. of 2025 CR No. 4932 of 2025	140 of 2024	6& 7 (front half)	575 Sq. Ft.	1000/-	Rs.15.000/- per month	575x14.67= 8435.25 per month



4.	CR No. 4948 of 2025 CR No. 4947 of 2025	144 of 2024	6& 7 (back half)	575 Sq. Ft.	1000/-	Rs.15,000/- per month	$575 \times 14.67 = 8435.25$ per month
5.	CR No. 4951 of 2025 CR No. 4938 of 2025	143 of 2024	9 & 10	1150 Sq. Ft.	1700/- per month (850/- for per month each shop)	Rs.25,500/-	$1150 \times 14.67 = 16870.50$ per month
6.	CR No. 4946 of 2025 CR No. 4928 of 2025	142 of 2024	8-A & 8-B	1150 Sq. Ft.	950/- per month	Rs.14,250/- per month	$1150 \times 14.67 = 16870.50$ per month

13. In view of the above referred to settlement between the parties, impugned order dated 23.05.2025 passed by learned Appellate Rent Authority, Jalandhar, is set aside. Direction is given to the parties to abide by the settlement between them regarding the payment of mesne profits.

14. Learned senior counsel for the petitioner(s) prays that learned Appellate Rent Authority, Jalandhar be directed to decide the appeal (s) of the petitioners expeditiously, which is pending before it.

15. Learned senior counsel for the respondent (s) does not object to the same.

16. Accordingly, the revision petition (s) stand disposed of. Learned Appellate Rent Authority, Jalandhar is directed to decide the appeal expeditiously preferably within a period of four months.



17. Pending application (s) if any, also stand disposed of.

September 16, 2025

Gaurav Arora/pj

**(SUDEEPTI SHARMA)
JUDGE**

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