



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

CR-3395-2024(O&M)

Date of Decision: September 23, 2025

Rachpal Singh alias Rashpal Singh

...Petitioner

Versus

Parvinder Singh Uppal

...Respondent

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present: Ms.Shruti Sharma, Advocate for the petitioner.

Mr.Uday Agnihotri, Advocate for the respondent.

ARCHANA PURI, J.

CM-17772-CII-2025

The present application has been filed for placing on record Annexure P-3.

In view of the averments made in the application, the same is allowed and Annexure P-3 is taken on record.

CR-3395-2024

Challenge in the present revision petition is to the order dated 20.12.2023 passed by learned Addl. District Judge, whereby, the petitioner-tenant was directed to pay mesne profits @ Rs.20,000/- per month, in addition to the contractual rent.

The essential facts, to be noticed, are as follows:-

That, the respondent-landlord had initially filed a petition under Section 13 of the East Punjab Urban Rent Restriction Act, 1949, thereby,

asserting about the petitioner to have been inducted as tenant in the month of March 2013, on the entire ground floor, consisting of two rooms, kitchen and bathroom of the house situated in Mohali and the rate of rent was Rs.13,000/- per month, which was supposed to be increased @ 10% every year. The eviction was sought, on the ground of personal necessity and vide order dated 11.08.2023, the eviction petition was allowed.

Being aggrieved, the petitioner-tenant had filed an appeal. During the pendency of the appeal, an application for seeking mesne profits was filed, thereby, claiming mesne profits @ Rs.50,000/- per month. In reply, the claim for mesne profits, at aforesaid rate, was resisted.

After hearing counsel for the parties and on appraisal of the material brought on record, vide impugned order, the Appellate Authority directed the payment of Rs.20,000/- per month, as mesne profits, in addition to the contractual rent, w.e.f 11.08.2023 i.e. the date of passing of the eviction order by the Rent Controller. Also, an option was given for payment of mesne profits to be made, either in cash or by way of bank draft and the said payment shall be made, month by month by 7th day of that month. Furthermore, the respondent-landlord was also directed to file an undertaking on affidavit, making a statement that the amount so recovered by him, in terms of the aforesaid order, shall be refunded or remain available for adjustment in terms of any direction, which the Court may pass, at the time of final judgment and if any amount became liable to be refunded consistently, with the permission of the Court, the respondent-landlord shall refund the same, within the time provided by the Court for the purpose and the amount shall remain charged on the suit property.

Being not satisfied with the extent of mesne profits granted, the petitioner-tenant has filed the present revision petition.

Upon notice issued, the respondent made appearance.

Learned counsel for the parties heard.

At the very outset, it is submitted by learned counsel for the petitioner-tenant that for the assessment of mesne profits, the sole submission, made by respondent-landlord, ought not to be taken into consideration. In fact, it is submitted that for the assessment of the mesne profits, no material, as such, has been brought on record to establish about the prevalent rent, in the vicinity of the demised premises. No registered lease deed has also been brought on record. Learned counsel for the petitioner-tenant contends that determinative factors, such like, location, construction and other conditions, are also to be looked into. Relating to the same, nothing as such, has come on record. Even, the term settled should be reasonable, which should not prevent the tenant from pursuing the appeal any further.

On the other hand, learned counsel for the respondent-landlord has submitted that the tenant is liable to pay the mesne profits for the use and occupation of the demised premises, at the same rate, at which the landlord, would have been able to let out the premises and earn rent, if the tenant would have vacated the premises. It is also submitted that the landlord is not bound by the contractual rent, effective for the period, preceding the date of decree. Thus, counsel submits that at the inception of tenancy, the rent settled was Rs.13,000/- per month, with the enhancement clause @10% per annum. Considering the escalation of rent at this rate, it is

submitted that the approximate rent, ought to be Rs.33,715/- per month. In the given circumstances, the mesne profits as ordered, is appropriate amount.

It is well settled that the Courts have to draw a balance between two competing claims, while fixing mesne profits, at the rate, between the contractual rent and the market rent. Of course, there cannot be any straight jacket formula, while fixing the amount of mesne profits. However, a lot depends upon the connecting circumstances like, location, condition of the premises, nature and age of the construction, maintenance of the same, commercial viability etc.

The inception of tenancy was in the year 2013 and the rate of rent, at that time was Rs.13,000/- per month, which was supposed to be increased to the extent of 10% every year. The tenanted premises is 1 Kanal plot and two rooms, kitchen and bathroom have been constructed upon the same. Photographs have been brought on record by the petitioner-tenant, thereby, asserting that the construction is quite old and therefore, it could not fetch rent, as now asserted.

However, the fact remains that the rent was Rs.13,000/- per month, over the tenanted plot of the size of 500 sq. yards and the same was given on rent in the year 2013. Definitely, there is devalue of rupee, since the inception of tenancy. However, considering the date of inception of tenancy, in the case in hand and the rate of rent, settled at that time, which further stood enhanced and considering the interregnum period passed by, till the time of passing of the ejectment order, there was devaluation of rupee. Anyhow, the fact remains that the eviction order has been passed

against the petitioner-tenant.

It is well settled that mere preferring of an appeal or revision, does not operate, as stay on the eviction order. However, till the decision of the appeal/revision, the Courts are supposed to watch the interest of the landlord also, besides the tenant, who has knocked the door of the Appellate/revisional Court. The balance is required to be struck between the two rival claims and the Courts are required to fix the extent of mesne profits, which should also not be exorbitant, to such an extent that the tenant is forced to quit his claim and be deprived of the fruits of his success, in the event of appeal/revision, being allowed, but at the same time, the interest of the landlord, is also to be watched, while considering the fact of order of eviction, having passed in his favour and also, he should not carry a feeling of pittance and remorse of having approached the Court.

Thus, taking into consideration all the aforesaid facts and more particularly, the year of tenancy and the rent settled as well as the property being priced one, situated in the area of Mohali, in the fitness of circumstances, the revision petition is partly allowed and the impugned order is modified to the extent that during the pendency of the appeal, the petitioner-tenant shall make the payment of Rs.20,000/- for the use and occupation of the demised premises, which shall be inclusive of the contractual rent. The other terms as detailed in the impugned order, shall remain the same.

September 23, 2025
Vgulati

(ARCHANA PURI)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
Yes/No