



CR-6260-2025

-1-

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

CR-6260-2025

Date of Decision: 09.09.2025

PARAMJIT KAUR

...Petitioner

Versus

GURINDER SINGH

...Respondent

**CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL**

Present:     Mr. Manpreet Singh Longia, Advocate  
                  for the petitioner.

**Parmod Goyal, J. (Oral)**

Petitioner is challenging the order dated 22.07.2025 (Annexure P-7), passed by learned Appellate Authority, Ludhiana, fixing mesne profits for premises during pendency of the appeal preferred by tenant/petitioner against his eviction.

2.             Facts are not in dispute. Petitioner had entered in tenancy at a monthly rent of Rs.10,000/- somewhere in the year 2015, as counsel for the petitioner submits that the exact date of tenancy is not on record. He however, fairly states that tenancy had started in the year 2015. Vide impugned order the Appellate Authority during pendency of appeal preferred by tenant/petitioner, had directed the tenant/petitioner to pay mesne profits of Rs.17,000/- per month to landlord/owner of property. It is also not in dispute that the respondent/landlord had purchased the suit property in the year 2019 as successful bidder to the auction conducted under the provisions of The SARFAESI Act, 2002. The ownership of



landlord is not in dispute, however, relationship of landlord and tenant is being disputed by the tenant. It is also not disputed that appellant is not paying rent to anybody. The rate of rent was Rs.10,000/- per month and mesne profits have been assessed as Rs.17,000/- per month.

3. The order is being challenged on twin grounds, one that mesne profits are excessive and second, that learned Appellate Authority has wrongly ordered payment to the appellant as petitioner is denying relationship of landlord & tenant and it ought to have been deposited in the form of FDR and payable to successful party. He has placed reliance upon the judgment in case titled *Angoori Devi and Others v. Smt. Satya Bhama*, 2016 (5) RCR (Civil) 1043.

4. As far as arguments that mesne profits fixed by learned Appellate Authority are excessive, I do not find any merit in the said contention. It is to be noted that admitted rate of rent at the start of tenancy year in 2015, in words of the present petitioner was Rs.10,000/-. If only the rate of inflation is taken alone then, the amount of Rs.17,000/- cannot be held to be excessive. In fact Rs.10,000/- settled in the year 2015 would have same value in the shape of Rs.17,000/- in the year 2025, on addition of inflation rate alone. Therefore, mesne profits cannot be held to be excessive, rather is less than market rate. The second argument is that since tenant is denying relationship of landlord and tenant, therefore, in view of the judgment referred by learned counsel for the petitioner, the amount ought to have been deposited in FDR instead of paying to landlord.

5. On consideration of judgment, it is clearly made out that while



holding that generally amount should be deposited in the fixed deposit unless some special reasons are shown. In the present case, admittedly, tenant is not paying any rent or mesne profits to any person, to whom he is claiming to be landlord. He claims his rights to be of tenant and therefore, he is bound to pay rent/ mesne profits for occupation of suit property. He is also not denying the factum of ownership vested with respondent/landlord and therefore, special reasons are made out for not depositing the amount in FDR and to pay to the landlord/owner of property. Owner of the property cannot be deprived of the fruits of his property at the wishes of tenant, who is not paying the rent to any person.

6. The directions given in the judgment referred by learned counsel for petitioner would apply only in cases where landlord and tenant relationship is denied and tenant is already paying rent to his landlord, to whom he is claiming to be his landlord. However, in the present case, tenant is not paying any rent to any person and therefore, mesne profits has to go to landlord and cannot be ordered to be deposited in FDR. However, amount in excess of Rs.10,000/- i.e. Rs.7,000/- along with interest @6% p.a. from date of deposit to repayment shall be refundable/adjustable towards future rent in case tenant succeeds in his appeal. Amount of Rs.7,000/- over and above Rs.10,000/- be paid to landlord only on his furnishing undertaking before Appellate Court in this regard. Similarly, if it is held that landlord is not entitled to rent of Rs.10,000/- the said amount be paid back with 6% interest by landlord-respondent.

2025.PHHC.122960



**CR-6260-2025**

-4-

7. Revision petition is without any merit, hence is dismissed.

**09.09.2025**

chiranjeev

**(PARMOD GOYAL)  
JUDGE**

Whether Speaking/Reasoned : Yes/No  
Whether Reportable : Yes/No