



(2025:HHC:20632)

**IN THE HIGH COURT OF HIMACHAL PRADESH,
SHIMLA**

Civil Revision No.74 of 2022

Reserved on: 29th May, 2025

Date of decision: 1st July, 2025

Surinder Chauhan

...Petitioner

Versus

Jai Lal Bragra

...Respondent

Coram

The Hon'ble Mr. Justice Vivek Singh Thakur, Judge.

Whether approved for reporting? Yes

For the Petitioner: Mr. Neeraj Gupta, Sr. Advocate with
Mr. Vedhant Ranta, Advocate.

For the Respondents: Mr. Sumit Sood, Advocate.

Vivek Singh Thakur, Judge

Petitioner/tenant, invoking Section 24 (5) of H.P. Urban Rent Control Act, 1987 (in short 'Rent Act'), has preferred this revision petition against judgment dated 16.11.2021 passed by the District Judge exercising the power of Appellate Authority under Rent Act in ***Rent Appeal No.10-S/14 of 2020 titled Surinder Chauhan vs. Jai Lal Bragta***, whereby order dated 31.12.2019 passed by the Rent Controller Shimla in ***Rent Petitioner No 79-2 of 2015 titled as Jai Lal Bragta vs. Surinder Chauhan***, has been affirmed by holding that premises is required bonafide by the landlord for his personal use and occupation so as to settle his son and start new business and accordingly tenant has

been directed to hand over vacant possession of demised premises to the landlord.

2 Parties, herein-after for convenience, shall be referred as per their status before the Rent Controller i.e. landlord and tenant.

3 On 5.5.20215, landlord filed a petition under Section 14 of the Rent Act for eviction of tenant Surinder Chauhan from the premises in reference on the ground that premises was required by landlord for his personal use and occupation with a view to establish and set up a business in the same to settle his son Vikram Bragta in the said business and also to augment his income by making better use of property with further assertion that upper two floors of the same building and other premises of landlord were not commercially viable and suitable for business activity because those were not on road head and landlord was not occupying any other non-residential premises building owned by him in urban area nor he had vacated any such commercial premises shop within five years prior to filing of petition, suitable for starting and running the business proposed to be run by the landlord for settling his son and augmenting his income.

4 Rent petition was contested by tenant by filing reply with assertion that premises was initially rented out at the rate of Rs. 9000/- per month but on compelling by the landlord, the tenant had to enhance the rent for Rs. 2000/- and thereafter, again under the threat of eviction, in the month of May 2014, rent was enhanced at the rate of Rs.14,000/-

per month and petition had been filed with motive to enhance the rent, and that premises was not required bonafide by the landlord for his bonafide requirement. Further that tenancy was created in favour of Capital Computers, through Surinder Chauhan.

5 It was also stated in the reply that tenancy was in the name and style of Webtech Computer Centre and Surinder Chauhan was running the Computer Centre in the name and style of Webtech Computer Centre whereas tenant in the eviction petition has been reflected as Surinder Chauhan instead of Webtech Computer Centre.

6 After completion of pleadings, issues were framed and evidence was led by parties.

7 Considering the material on record, the Rent Controller had passed impugned eviction order against Surinder Chauhan.

8 Taking into consideration the various pronouncements of the Supreme Court, appeal preferred by Surinder Chauhan was dismissed by the Appellate Authority,

9 Present petition has been preferred mainly on the grounds that non-residential premises was let out in favour of entity M/s Webtech Computer Centre under agreement dated 5.12.2012 but the landlord had failed to implead M/s Webtech Computer Centre as a tenant and eviction petition was filed against Surinder Chauhan who was only a representative of M/s Webtech Computer Centre and, therefore, for this material defect, eviction petition was not maintainable; further that

tenancy was created by way of agreement Ext.PW1/A which was in the name of entity 'Capital Computer' and Surinder Chauhan had signed the agreement as Managing Director of Capital Computer and Capital Computer was not impleaded as party and thus also, eviction petition was not maintainable as there was no relationship between landlord and Surinder Chauhan in individual capacity; further that bonafide requirement to set up wholesale and retail business of pesticides, fertilizers, chemicals and allied agricultural products after eviction of tenant was an imaginary ground because the landlord or his son was not having any licence/registration as well as sufficient experience in the field which was *sine qua non* for running the business purported to have been proposed by the landlord in eviction petition and for failure to place on record the relevant documents and sufficient experience required for establishing the proposed business, the bonafide requirement was not proved and thus, Courts below committed an error by holding that bonafide requirement was proved by the landlord.

10 It has been further stated on behalf of tenant that there was another building of the landlord which has been let out to another tenant and therefore, in absence of specific evidence and plea, landlord has failed to prove that there is no other premises available except the premises in reference to establish the business.

11 One more additional ground has been taken by tenant by filing application CMP No. 11594 of 2024 stating that Vikram Bragta son

of landlord, for settling whom eviction petition was filed, has expired during pendency of present petition on 13.9.2023, and therefore, the ground for bonafide requirement does not exist as on date and thus also eviction order passed against tenant deserves to be set aside.

12 Learned counsel for the tenant has justified the impugned eviction order and judgment, by referring reasons assigned by the Rent Controller and Appellate Authority for passing the same.

13 Supreme Court in **Rukmini Amma Saradamma vs. Kallyani Sulochana and others**, reported in **(1993) 1 SCC 499**, referring its earlier pronouncement in **Rai Chand Jain vs. Chandra Kanta Khosla, (1991) 1 SCC 422**, with respect to scope of revisional power under Section 20 of Kerala Rent Control Act, which is similar to H.P. Rent Act, has observed that notwithstanding the fact that Section 20 of the Act conferring revisional jurisdiction of the High Court is widely worded, such a jurisdiction cannot be converted into an appellate jurisdiction.

14 With respect to scope of jurisdiction and revisional jurisdiction and the extent of power which High Court can exercise in a Revision filed under Section 24(5) of the Rent Act, Five Judges' Constitution Bench of Supreme Court in **Hindustan Petroleum Corporation Limited vs. Dilbahar Singh, (2014) 9 SCC 78**, has observed as under:-

“28. Before we consider the matter further to find out the scope and extent of revisional jurisdiction under the above

three Rent Control Acts, a quick observation about the 'appellate jurisdiction' and 'revisional jurisdiction' is necessary. Conceptually, revisional jurisdiction is a part of appellate jurisdiction but it is not vice-versa. Both, appellate jurisdiction and revisional jurisdiction are creatures of statutes. No party to the proceeding has an inherent right of appeal or revision. An appeal is continuation of suit or original proceeding, as the case may be. The power of the appellate court is co-extensive with that of the trial court. Ordinarily, appellate jurisdiction involves re-hearing on facts and law but such jurisdiction may be limited by the statute itself that provides for appellate jurisdiction. On the other hand, revisional jurisdiction, though, is a part of appellate jurisdiction but ordinarily it cannot be equated with that of a full-fledged appeal. In other words, revision is not continuation of suit or of original proceeding. When the aid of revisional court is invoked on the revisional side, it can interfere within the permissible parameters provided in the statute. It goes without saying that if a revision is provided against an order passed by the tribunal/appellate authority, the decision of the revisional court is the operative decision in law. In our view, as regards the extent of appellate or revisional jurisdiction, much would, however, depend on the language employed by the statute conferring appellate jurisdiction and revisional jurisdiction.

29. With the above general observations, we shall now endeavour to determine the extent, scope, ambit and meaning of the terms "legality or propriety", "regularity, correctness, legality or propriety" and "legality, regularity or

propriety" which are used in three Rent Control Acts under consideration.

29.1. The ordinary meaning of the word 'legality' is lawfulness. It refers to strict adherence to law, prescription, or doctrine; the quality of being legal.

29.2. The term 'propriety' means fitness; appropriateness, aptitude; suitability; appropriateness to the circumstances or condition conformity with requirement; rules or principle, rightness, correctness, justness, accuracy.

29.3. The terms 'correctness' and 'propriety' ordinarily convey the same meaning, that is, something which is legal and proper. In its ordinary meaning and substance, 'correctness' is compounded of 'legality' and 'propriety' and that which is legal and proper is 'correct'.

29.4. The expression "regularity" with reference to an order ordinarily relates to the procedure being followed in accord with the principles of natural justice and fair play.

30. We have already noted in the earlier part of the judgment that although there is some difference in the language employed by the three Rent Control Acts under consideration which provide for revisional jurisdiction but, in our view, the revisional power of the High Court under these Acts is substantially similar and broadly such power has the same scope save and except the power to invoke revisional jurisdiction suo motu unless so provided expressly. None of

these statutes confers on revisional authority the power as wide as that of appellate court or appellate authority despite such power being wider than that provided in Section 115 of the Code of Civil Procedure. The provision under consideration does not permit the High Court to invoke the revisional jurisdiction as the cloak of an appeal in disguise. Revision does not lie under these provisions to bring the orders of the Trial Court/Rent Controller and Appellate Court/Appellate Authority for re-hearing of the issues raised in the original proceedings.

.....

43. We hold, as we must, that none of the above Rent Control Acts entitles the High Court to interfere with the findings of fact recorded by the First Appellate Court/First Appellate Authority because on re- appreciation of the evidence, its view is different from the Court/Authority below. The consideration or examination of the evidence by the High Court in revisional jurisdiction under these Acts is confined to find out that finding of facts recorded by the Court/Authority below is according to law and does not suffer from any error of law. A finding of fact recorded by Court/Authority below, if perverse or has been arrived at without consideration of the material evidence or such finding is based on no evidence or misreading of the evidence or is grossly erroneous that, if allowed to stand, it would result in gross miscarriage of justice, is open to correction because it is not treated as a finding according to law. In that event, the High Court in exercise of its revisional jurisdiction under the above Rent Control Acts shall be entitled to set aside the impugned order as being not legal or

proper. The High Court is entitled to satisfy itself the correctness or legality or propriety of any decision or order impugned before it as indicated above. However, to satisfy itself to the regularity, correctness, legality or propriety of the impugned decision or the order, the High Court shall not exercise its power as an appellate power to re-appreciate or re-assess the evidence for coming to a different finding on facts. Revisional power is not and cannot be equated with the power of reconsideration of all questions of fact as a court of first appeal. Where the High Court is required to be satisfied that the decision is according to law, it may examine whether the order impugned before it suffers from procedural illegality or irregularity.

15 Present Revision Petition is to be decided keeping in view the aforesaid exposition of law with respect to scope of revisional jurisdiction of this Court.

16 It is also settled that landlord has a right to put his property for better use and to obtain higher income and in case of having more than one property or other property than the premises subject matter of rent petition, he is the best person to decide that which of the property is better located having possible potential for his bonafide requirement including the augmentation of income.

17 It is also settled that landlord is also entitled to enjoy his property by putting it to its fullest use and beneficial to him.

18 Supreme Court in ***Pasupuleti Venkateswarlu vs the Motor & General Traders, (1975) 1 SCC 770***, has held as under:-

6 “... ..It is basic to our processual jurisprudence that the right to relief must be judged to exist as on date a suitor institutes the legal proceeding... ..”

19 Supreme Court in ***Rajeshwar and others vs. Jot Ram and another, (1976) 1 SCC 194: AIR 1976 SC 49***, referring *Pasupuleti Venkateswarlu's* case; and ***Bhajan Lal vs. State of Punjab, (1971) 1 SCC 34***; has held as under:-

“6. The philosophy of the approach which commends itself to us is that a litigant who seeks justice in a perfect legal system gets it when he asks for it. But because human institutions of legal justice function slowly, and in quest of perfection, appeals and reviews at higher levels are provided for, the end product comes considerably late. But these higher Courts pronounce upon the rights of parties as the facts stood when the first Court was first approached. The delay of years flows from the infirmity of the judicial institution and this protraction of the Court machinery shall prejudice no one. *Actus curiae neminem gravabit*(1). Precedential support invoked by the appellant's counsel also lets him down provided we scan the fact situation in each of those cases and the legal propositions therein laid down.

7. The realism of our processual justice bends our jurisprudence to mould, negate or regulate reliefs in the light of exceptional developments having a material and equitable import, occurring during the pendency of the litigation so that the Court may not stultify itself by granting what has become meaningless or does not, by a myopic view, miss decisive alterations in fact-situations or legal positions and drive parties to fresh litigation whereas

relief can be given right here. The broad principle, so stated, strikes a chord of sympathy in a court of good conscience. But a seeming virtue may prove a treacherous vice unless judicial perspicacity, founded on well-grounded- rules, studies the plan of the statute, its provisions regarding subsequent changes and the possible damage to the social programme of the measure if later events are allowed to unsettle speedy accomplishment of a re-structuring of the land system which is the soul of this which enactment. No processual equity can be permitted to sabotage a cherished reform, nor individual hardship thwart social justice. This wider perspective explains the rulings cited on both sides and the law of subsequent events on pending actions.

8. *In P. Venkateswarlu v. Motor & General Traders (2) this Court dealt with the adjectival activism relating to post institution circumstances Two propositions were laid down. Firstly, it was held that 'it is basic to our processual jurisprudence that the right to relief -must be judged to exist as on the date a suitor institutes the legal proceeding'. This is an emphatic statement that the right of a party is determined by the facts as they exist on the date the action is instituted. Granting the presence of such facts, then he is entitled to its enforcement. Later developments cannot defeat his right because, as explained earlier, had the court found his facts to be true the day he sued he would have got his decree. The Court's procedural delays cannot deprive him of legal justice or rights crystallized in the initial cause of action. This position finds support in Bhajan Lal v. State of Punjab, (1971) 1 SCC 34."*

20 In ***Shantilal Thakordas vs. Chimanlal Maganlal Telwala*** reported in **1976 4 SCC 417** a larger Bench of the Supreme Court overruling its earlier decision rendered in ***Phul Rani vs. Naubat Rai***

Ahluwalia reported in **(1973)1 SCC 688** has held that after death of original landlord, senior member of his family takes his place and is well competent to continue the suit for eviction in his occupation and occupation of other members of the family. A similar view was taken by the Apex Court in **Shakuntla Bai and others vs Narayan Dass and others reported in (2004)1 RCR (Rent) 580.**

21 In **State of U.P. and others vs. Harish Chandra and others, (1996) 9 SCC 309**, Supreme Court has observed as under:-

“... ..Under the Constitution a mandamus can be issued by the court when the applicant establishes that he has a legal right to the performance of legal duty by the party against whom the mandamus is sought and the said right was subsisting on the date of the petition... ..”

22 The Supreme Court in **Kamleshwar Prasad vs. Pradumanju Agarwal** reported in **(1997)4 SCC 413** has held that need of landlord for premises in question must exist on the date of application for eviction which is the crucial date and it is on the said date the tenant incurred the liability of being evicted therefrom.

23 In **Gaya Prasad vs. Pradeep Srivastava** reported in **(2001)2 SCC 604** it has been held by the Supreme Court that crucial date for deciding as to the bonafides of requirements of landlord is the date of his application for eviction with observation that where landlord had instituted eviction proceedings for bonafide requirements of his son who

wanted to start a clinic, but during continuation of litigation for a long period, son joined the Provincial Medical Services and posted at different places, the said subsequent event of joining of service by son was not taken into consideration on the ground that crucial date was date of filing of eviction petition.

24 The Supreme Court in **G.C. Kapoor vs. Nand Kumar Bhasin** reported in **(2002)1 SCC 610**, has held that bonafide need of landlord has to be examined as on the date of institution of the proceedings and if a decree for eviction is passed and death of landlord occurs during pendency of appeal preferred by tenant, it will make no difference as his heirs are fully entitled to defend the estate.

25 The Apex Court, in its judgment in case **D. Sasi Kumar Vs. Soundrarajan** reported in **(2019) 9 SCC 282**, overruling the conclusion of the High Court that bonafide occupation as sought should be not only on the date of the petition but it should continue to be there on the date of final adjudication of rights, has held that when it cannot be lost sight that the very judicial process consumes a long period and because of the delay in the process if the benefit is declined it would only encourage the tenants to protract the litigation so as to defeat the right, and further that if as on the date of filing petition the requirement subsists and it is proved, the same would be sufficient irrespective of the time lapse in the judicial process coming to an end. Referring its previous pronouncement in **Gaya Prasad Vs. Pradeep Srivastava (2001) 2 SCC**

604, it has been reiterated by the Apex Court that landlord should not be penalized for the slowness of the legal system and the crucial date for deciding the bona fide requirement of landlord is the date of application for eviction.

26 In the light of aforesaid pronouncements it is more than settled that right of landlords is to be adjudicated on the basis of date on which action is instituted by the landlords.

27 In present case, eviction petition was preferred in April, 2015 stating therein, in clear terms, that other premises owned and possessed by landlord were not suitable for starting business to settle his son Vikram Bragta and also to augment his income by making better use of his property.

28 Death of Vikram Bragta during pendency of judicial proceedings shall not have any impact on the bonafide requirement of landlord for the reason that firstly bonafide requirement has to be seen with reference to the date of initiation of eviction proceedings; secondly, it is not only the son of landlord who is to be settled but even after death of son, his daughter-in-law, as apparent from record; along with her child is also there for continuation of need of premises for settlement of family by starting the business; thirdly, even if it is considered that daughter-in-law is not interested to run the business, then also, as evident from averments made in para 18(a) and 19 of the eviction petition, the bonafide requirement was not based only for settling the son Vikram

Braga but also for augmentation of income by landlord by putting the property in better use by running the proposed business.

29 Plea of tenant that landlord had no competent licence, was not having experience and was not capable to run the business as proposed is also not sustainable for the reason that it is for the concerned Agencies to verify the requirement for running the business proposed by landlord and further that such licence or other formalities for running the business proposed can be obtained and fulfilled by landlord after getting the eviction of tenant from the premises in reference because, as also evident in present matter, there is no certainty of time taken for culmination of eviction proceedings. In present matter also, petition was preferred in the year 2015. We are in 2025. Till date, landlord has not been able to obtain the possession of premises in reference. Any preparation for running business in the year 2025 or prior to filing eviction petition would not have been only a futile exercise but would have also caused unnecessary loss of energy, time, resources especially finance.

30 Eviction petition has been preferred by landlord against Surinder Chauhan with specific submission in para 5 of the eviction petition that premises in reference is in occupation of Surinder Chauhan who is running the Computer Centre in the same under the name and style of Webtech Computer Centre. In para 3(b) of eviction petition, it has been stated that respondent named in petition i.e. Surinder Chauhan is the tenant. In response to para 5 of petition, in para 4 of the reply, it has

been stated that contents of para 5 of petition, as alleged are admitted that respondent is running the business of Computer Centre in the name and style of Webtech Computer Centre, whereas in response to para 3(b), it has been stated that tenancy is in the name and style of Webtech Computer Centre and respondent Surinder Chauhan is running the Computer Centre in the name and style of Webtech Computer Centre.

31 There is no specific plea taken in the reply that Surinder Chauhan or Webtech Computer Centre was not tenant.

32 Reply by the tenant was filed on 5.10.2015. In the entire reply there is no reference or mention of Capital Computer. There is not even whisper about tenancy in favour of Computer Centre. But tone and tenor of reply depicts that tenant is Surinder Chauhan.

33 Even if initially tenancy was created in favour of Capital Computer as apparent from agreement dated 5.12.2002 placed on record by landlord as Ext.PW1/A, then also it indicates that expression landlord and tenant shall include their respective heirs/successors-in-interest etc. Therefore, for admission on the part of tenant, change of name and style of business by Surinder Chauhan makes no difference in the status of party and it does not have any impact on present proceedings.

34 Moreover, in pleadings as well as in evidence of tenant, it has been specifically come on record that Surinder Chauhan was earlier running the Computer Centre in the name and style of Capital Computer but thereafter, he changed the name of his Computer Centre as Webtech

Computer Centre . Though in present revision petition, tenant has raised the issue that Capital Computer or Webtech Computer Centre was not arrayed as party/respondent but in reply especially in para 9, by admitting para 11 of eviction petition, it has been stated that respondent i.e. Surinder Chauhan was compelled by petitioner to enhance the rent from Rs.9000/- to Rs.14,000/- which not only impliedly but explicitly proves that it was Surinder Chauhan who was tenant and he is the person who was running the Computer Centre in the name and style of Capital Computer and thereafter as Webtech Computer Centre.

35 Though registration certificate of Webtech Computer Centre issued by the office of Registrar Societies, District Shimla has been placed on record as Ext.RW3, but this certificate does not disclose who is the person through whom this Society is to be sued. But for acquiescence and averments made in reply and deposition made in the evidence it stands duly established on record that it was Surinder Chauhan who was and is the person who was and is running the Computer Centre firstly in the name of Capital Computer and thereafter in the name and style of Webtech Computer Centre.

36 It is also apt to record that in the ground taken in present revision petition, it has been categorically stated that Surinder Chauhan was representing the entity in the capacity of Managing Director/Chairman. Therefore, the plea of Surinder Chauhan that non-impleadment of actual tenant as party has lost its force particularly when

the rent agreement was made in favour of Capital Computer Centre through Surinder Chauhan and later on it was Surinder Chauhan, who changed the name and style of Capital Computer Centre as Webtech Computer Centre and thus, this plea of tenant is also not tenable.

37 I have gone through record as well as order passed by Rent Controller and judgment passed by the Appellate Authority. The order passed by Rent Controller is in consonance with settled law. Appellate Authority has also rightly appreciated the material on record and has dismissed the appeal preferred by tenant by taking into consideration various pronouncements of the Supreme Court i.e. **Rishi Kumar Govil vs. Maqsoodan and others** reported in **2007(1)RCR (Rent) 405**; **Ragavendra Kumar vs. Firm Prem Machinery and Company** reported in **AIR 2000 SC 534**; **Ram Babu Agarwal vs. Jay Kishan Das** reported in **AIR 2010 SC 721**; **Joginder Pal vs. Naval Kishore Behal** reported in **AIR 2002 SC 2256**; **Dwarka Prasad vs Niranjan and another** reported in **(2003)4 SCC 549** and **Sarla Ahuja vs. United India Insurance Company Limited** reported in **(1998)8 SCC 119**.

38 Therefore, I do not find any illegality, irregularity or perversity in the impugned orders/judgments.

39 During pendency of present petition, an application has been preferred by landlord bearing CMP No. 7698 of 2022, seeking direction to tenant to pay use and occupation charges after passing of eviction order dated 31.12.2019 i.e. from 1.1.2020 at the rate of Rs.200/- per square

feet till the date of vacating the premises. A copy of lease deed dated 4th January, 2019 for renting out premises in Sanjauli area at the rate of Rs.2,40,000/- per month with further increase of 15% on the last paid rent after every three years has been placed on record to substantiate the claim of use and occupation charges at the rate of Rs.200/- per square feet with submission that area in reference in the present matter is 2100 sq. feet.

40 As per tenant, the use and occupation charges claimed at the rate of Rs.200/- per sq. feet is highly inflated and is without any basis. However, no document has been placed on record by tenant to rebut the claim of petitioner, except only averment that there is school running in two storeys of the same premises rented out by landlord at the rate of Rs.48000/- per month whereas the tenant is in occupation of only one storey and therefore, use and occupation charges at the rate of Rs.4,20,000/- per month is not a just and fair use and occupation charges.

41 In rejoinder, it has been stated by landlord that two floors of building were rented out to Happy Model School about 20 years ago in the year 2000 and monthly rent fixed with them is not the present rate prevailing in the area for renting out the premises and therefore, claim at the rate of Rs.4,20,000/- per month has been reiterated.

42 Admittedly, after passing of eviction order, tenant has not paid even a single penny. As per lease deed, placed on record by

landlord, commercial premises in the area has been rented out at the rate of Rs.2,40,000/- per month having area of about 84 sq. metres which means the prevailing rent in the area is Rs.2857/- per sq. metre i.e. Rs.265/- per square feet. In present case, rented area detailed in para 8 of petition has been claimed approximately 2100 sq. feet which shall be approximately 195 sq. metres. Reply to this para is evasive with submission that in absence of supplying plan of the premises, contents of this para are not admitted to be correct and no effective and complete reply can be filed at that stage. Despite admitting possession of ground floor, the tenant has not rebutted the claim of petitioner about area rented out to tenant. It amounts to deemed admission as there was no impediment for tenant to rebut the claim of landlord about area of rented premises. For no rebuttal to the evidence and material placed on record by landlord, the monthly rent of premises in present case, at the rate in terms of lease deed placed on record, would be 2857×195 which shall be approximately Rs.5,57,142/- per month.

43 However, it is also apt to notice that there is no evidence or material on record that premises in reference in lease deed is adjacent to or nearer to the premises in reference in rent petition or that both premises are having similar potential irrespective of distance between the premises. Evidence with respect to comparative factors is lacking. Therefore, it would not be possible to determine use and occupation charges only on the basis of lease deed placed on record. But even if

rate is 5 times lower than rent in lease deed, then also monthly use and occupation charges would be Rs.1,11,422/- say Rs.1,11,000/-.

44 Tenant has referred rent of premises given to school at the rate of Rs.48,000/- per month. Admittedly, it was rented more than 20 years ago. It cannot be disputed that during last 20 years, there is remarkable change in business activities in Sanjauli and rate of rent has increased at least 4 times. Therefore, rent of two floors as on date would be Rs.1,92,000/-. It is also to be kept in mind that use and occupation charges are not rent but it is an amount to be paid by tenant for continuous unauthorized occupation after eviction. Therefore, use and occupation charges for premises in reference in 2025 should be at least at the rate of Rs. 1,00,000/- per month. For previous years, use and occupation charges may be at the rate of Rs.50,000/- per month.

45 Considering the aforesaid facts, it would be appropriate to fix the monthly use and occupation charges at the rate of Rs.50,000/- per month from 1.1.2020 till 31.12.2024 and Rs.1,00,000/- w.e.f. 1.1.2025 onwards till handing over of premises with increase stated herein-after. Tenant is directed to deposit the arrears of use and occupation charges payable till 31.7.2025 on or before **18th August, 2025** failing which he shall also be liable to pay interest at the rate of 9% per annum on arrears from the date of accrual till final payment. The future use and occupation charges shall be paid by tenant till handing over the vacant possession on or before 7th of every month for which use and use occupation shall be

due. In making default such payment, the tenant shall also liable be pay interest at the rate of 9% per annum from the date of accrual till the final payment.

46 In case tenant hands over the vacant possession of premises on or before **15.8.2025**, then he shall be liable to pay use and occupation charges at the rate of Rs.35,000/- per month.

47 In case possession is not handed over till **31.12.2025** use and occupation charges shall be Rs.2,00,000/- per month for next one year and thereafter, Rs.3,00,000/- per month for next year and so on with similar increase for every subsequent year.

48 Accordingly, the revision petition along with CMP No. 11594 of 2024 is dismissed with direction to the tenant to hand over the vacant possession of premises in reference on or before **15.8.2025** and application CMP No. 7698 of 2022 preferred by landlord is allowed in aforesaid terms.

(Vivek Singh Thakur),
Judge.

1st July, 2025(MS)