
(2011) 12 DEL CK 0277

In the Delhi High Court

Case No : Regular First Appeal No. 407 of 2011

Punjab National Bank

APPELLANT

Vs

Ajit Prasad and Others

RESPONDENT

Date of Decision : 07-12-2011

Acts Referred:

Civil Procedure Code, 1908 (CPC) — Section 96

Citation : (2011) 12 DEL CK 0277

Hon'ble Judges : Valmiki J Mehta, J

Bench : Single Bench

Advocate : Tarannum Ansari, for the Appellant;

Final Decision : Dismissed

Judgement

Valmiki J Mehta, J

1. No one appears for the respondents although they have been served. I have heard counsel for the appellant and after perusing the Trial Court record, am proceeding to dispose of the appeal.

2. The challenge by means of this Regular First Appeal u/s 96 of the Code of Civil Procedure, 1908 is to the impugned judgment and decree of the Trial Court dated 2.4.2011 decreeing the suit of the respondents/landlords for mesne profits at Rs. 67/- per square feet. 3. The admitted facts are that the appellant/bank became a tenant in the suit premises being the ground floor of A-10, G.T. Road, Adarsh Nagar, Delhi-33 by means of two lease deeds dated 17.9.1998 and 15.12.1999, for a total period of 10 years, i.e. original period of 5 years and one extension of 5 years. The period of leases expired on 31.12.2007 and 30.6.2009. The parties entered into negotiations for renewal of the leases, however, nothing came out of it in spite of the appellant/bank agreeing to pay Rs. 67/- per square feet per month, and which was intimated to the respondents by the appellant vide its letter dated 6.5.2009.

4. The contention of the appellant/defendant before the Trial Court, and as also

argued before me is that the fresh lease deed could not be entered into because of default on the part of the respondents/landlords and therefore the respondents/landlords are only entitled to the admitted rate of rent.

5. It is trite that once a lease deed expires by efflux of time, there is no need to serve a notice terminating the tenancy. In fact, even if an option is exercised, unless a lease deed is executed and registered for the additional period, there is no entitlement of a tenant to stay in a premises- see *Hardesh Ores Pvt. Ltd. Vs. Hede and Company*, . Also, mere acceptance of rent is no assent to the continuation of the tenancy vide *Shanti Prasad Devi and Another Vs. Shankar Mahto and Others*, , and, *Sarup Singh Gupta Vs. S. Jagdish Singh and Others*, .

6. The appellant/bank admittedly stayed in the premises till 10.6.2010. Issue therefore is the charges which would be payable by the appellant/bank to the respondents/landlords with effect from 1.1.2008 and 1.7.2009. The Trial Court has held that since there was no lease deed, and the appellant admittedly stayed in the premises till 10.6.2010, therefore, for this period mesne profits would be payable. I may note that the written statement of the appellant/bank does not show any defence of a specific tenancy after expiry of the original leases, nor was pointed out to me by counsel for the appellant during hearing, except the stand that the leases in question could not be executed on account of default of the respondents/landlords.

7. In view of the facts which have emerged in the present case of the appellant/bank itself vide letter dated 6.5.2009 having agreed to pay Rs. 67/- per square feet, the Trial Court, in my opinion, is justified in granting mesne profits at this rate from 1.1.2008 and 1.7.2009 respectively till 10.6.2010. 8. No other issue is pressed or urged before this Court. 9. The appeal therefore, being without any merit, is accordingly dismissed leaving the parties to bear their own costs.