

**IN THE COURT OF V ADDITIONAL CITY CIVIL AND  
SESSIONS JUDGE AT BENGALURU**

Dated this the 16<sup>th</sup> day of July 2025

Present : **SRI.VEDAMOORTHY B.S.**, B.A.(L.), LL.B.,  
XXXI Addl. City Civil & Sessions Judge, (CCH-14)  
C/c V Addl. City Civil & Sessions Judge, Bengaluru (CCH-13)

**Ex.P.No.1769/2022**

**DECREE HOLDER** : Mr.Sudeep Kumar S.,

V/s

**JUDGMENT DEBTOR** : Smt.Kalleshwari.

**ORDERS ON MEMO OF CALCULATION**

The learned Counsel for the decree holder filed Memo of Calculation claiming the due from the judgment debtor a sum of Rs.1,94,645/-.

2. The learned Counsel for the judgment debtor filed objections to the Memo of Calculation praying to reject the Memo of Calculation filed by the decree holder, to adjudicate the arrears of rent strictly in accordance with the directions issued in R.F.A.No.2030/2022 and direct the decree holder to refund Rs.1,50,000/- to the judgment debtor after deducting

5 months rent of Rs.50,000/- from the advance amount of Rs.2.00 lakhs.

3. Heard the learned Counsels for the decree holder and the judgment debtor on Memo of Calculations. Perused the materials available on record.

4. The following point that has been arisen for my consideration:

*Whether the Memo of Calculation filed by the learned Counsel for the decree holder is acceptable or not ? If so, what order?*

5. My answer to the above point is that the Memo of Calculation filed by the learned Counsel for the decree holder is not acceptable for the following:

### **REASONS**

6. This Execution Petition is filed by the decree holder for execution of the decree passed in O.S.No.6052/2021 dated 15.07.2022. The decree in the above suit is as follows :-

The suit of the plaintiff is hereby  
decree with cost.

The defendants is directed to quit and deliver the vacant possession of the suit schedule property to the plaintiff within one month.

It is hereby ordered and directed that the defendant is liable to pay the arrears of rent of Rs.1,50,000/- to the plaintiff.

It is hereby ordered to hold a separate enquiry in regard to the mesne profits.

Draw decree accordingly.

7. In view of the terms of the above decree, the defendant is liable to pay Rs.1,50,000/- to the plaintiff towards arrears of rent and Rs.21,345/- towards cost awarded in the suit. In R.F.A.No.2030/2022, the rival contention between the parties as to the alleged arrears of rent payable by the judgment debtor to the decree holder as well as alleged advance amount to be refunded by the decree holder to the judgment debtor are kept open to be considered and adjudicated upon by this Court.

8. It appears from the records that out of the said total amount of Rs.1,71,345/-, on 24.06.2024, the judgment debtor has paid Rs.20,000/- by way of cash and Rs.5.00 lakhs through Phone-Pay to the decree holder. There is no dispute in this regard. Therefore, the balance amount payable by the judgment debtor to the decree holder is Rs.1,46,345/-.

9. In Memo of Calculations filed by the decree holder, the decree holder has claimed the arrears of rent of Rs.1,50,000/-, Court fee paid Rs.22,345/-, Junior fee of Rs.3,000/-, Advocate fee of Rs.10,000/-, rent accrued from 01.11.2021 to 27.09.2022 for 11 months at the rate of Rs.15,000/- per month i.e., Rs.1,65,000/-, thus total sum of Rs.3,50,345/-. Out of the said amount, the decree holder deducted Rs.25,000/- which is already paid by the judgment debtor and Rs.2.00 lakhs which is the advance amount received by the decree holder from the judgment debtor. Thus, the decree holder is claiming Rs.1,45,345/- plus interest at the rate of 8% on the rent accrued from 01.11.2021 to 27.09.2022 and also interest at the rate of 8%

from 01.10.2022 to 31.05.2025. This Memo of Calculation is not in accordance with the terms of the decree. The reasons to say so is that the arrears of rent adjudged by this Court is Rs.1,50,000/-. This Court ordered to hold a separate enquiry in regard to the mesne profit. Unless a separate enquiry is held with regard to the mesne profits, the decree holder cannot claim the quantum of mesne profit at this stage of the proceedings. There is also no order to claim interest as claimed by the decree holder in the present Memo of Calculation. For the above reasons, the Memo of Calculation is filed by the decree holder is liable to be rejected.

10. Both the decree holder and the judgment debtor have given their consent in Memo of Calculation and objections filed to the said Memo of Calculation respectively to set off advance amount paid by the judgment debtor to the decree holder. Admittedly, the deposit amount paid by the judgment debtor to the decree holder is Rs.2.00 lakhs. Out of the said amount, if the arrears of rent and the cost balance payable by the judgment debtor or deducted, still Rs.53,646/- remains

with the decree holder. It requires to hold a separate enquiry with regard to the mesne profits as per the terms of the decree under execution. For the above reasons, it is held that the Memo of Calculation filed by the learned Counsel for the decree holder is not acceptable. Hence, I proceed to pass the following :

### **ORDERS**

The Memo of Calculations filed by the decree holder is hereby dismissed.

The decree holder and the judgment debtor are hereby directed to give their evidences to hold an enquiry with regard to the mesne profits in the next date of hearing without seeking any further adjournments.

(Dictated to the stenographer, typed by her, printout taken, corrected and then pronounced by me in the open court today on this the 16<sup>th</sup> day of July 2025).

**(VEDAMOORTHY B.S.)**

XXXI Addl. City Civil & Sessions Judge,  
Bengaluru.  
C/c V Addl. City Civil & Sessions Judge,  
Bengaluru.