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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ RFA 744/2025

SMT SARITA VERMA & ORS.

.....Appellants

Through: Mr. Dhanesh Relan, Mr. Chetan
Sinha and Mr. Divyanshu Bhandari,
Advocates.

versus

STATE BANK OF INDIA

.....Respondent

Through: Mr. Santosh Kumar Rout, Standing
Counsel.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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12.08.2025

CM APPL. 49585/2025 (exemption)

Exemption granted, subject to just exceptions.

Let requisite compliances be made within 01 week.

The application stands disposed-of.

CM APPL. 49586/2025 (condonation of 212 days' delay in re-filing)

By way of the present application filed under section 5 of the Limitation Act 1963 read with section 151 of the Code of Civil Procedure 1908 ('CPC'), the appellants seek condonation of about 212 days' delay in *re-filing* the regular first appeal.

2. For the reasons stated in the application, which is duly supported by affidavit, the delay is condoned.



3. The application is allowed and disposed-of.

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4. By way of the present regular first appeal filed under Order XLI Rule 1 read with sections 96 and 151 CPC, the appellants impugn judgment and decree dated 04.09.2024 passed by the learned District Judge-02, Shahdara District, Karkardooma Courts, Delhi in suit bearing CS No.473/2017, to the limited extent of the rate and methodology adopted by the learned trial court for calculating *mesne profits*.
5. Mr. Dhanesh Relan, learned counsel appearing for the appellants submits, that a perusal of paras 32, 33, and 34 of the impugned judgment would show that despite the appellants having proved the prevalent rate of rent of other properties in the vicinity of the suit property, the learned trial court has taken the view that “*interest of justice would be met if the defendant is made liable to pay the escalated monthly rent amount @ 15% increase as originally agreed between the parties in the lease deed dated 29.12.2006, Ex.PW1/2.*”
6. Mr. Relan points-out the contents of para 28 of the impugned judgment, where the learned trial court expressly records that the increase of 15% rent contemplated in the lease deed was “*only an enabling provision, and the same does not automatically renew the lease.*”
7. It is argued that accordingly, the scope of consideration in the present appeal is narrow; and the appeal may be decided at the stage of notice itself.
8. Issue notice.



9. Mr. Santosh Kumar Rout, learned standing counsel appears on behalf of the respondent on advance copy; and accepts notice; and seeks time to take instructions.
10. Let the needful be done before the next date.
11. Let trial court record be requisitioned in electronic form; and copy of TCR be supplied to counsel on request.
12. No reply is required in the appeal.
13. Re-notify on 06th November 2025.

ANUP JAIRAM BHAMBHANI, J

AUGUST 12, 2025/ak