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

% ***Reserved on: 29th July, 2026***
Pronounced on: 22nd September, 2026
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\# **CNR No. DLHC010292852026**

\+ **RFA 634/2026, CM APPL. 42743/2026**

GIRISH KUMAR JAIN
S/O LATE SH . R.K JAIN,
R/O 7A/2 , RAJPUR ROAD ,
DELHI-110054

.....Appellant

Through: Mr. Raghav Bansal and Mr. Suraj Jain, Advs.

versus

UCO BANK
SERVICE THROUGH
VERSUS
GENERAL MANAGER, ZONAL OFFICE,
SANSAD MARG, NEW DELHI .....Respondent

Through: Mr. I. S. Chauhan and Ms. Nisha Chauhan, Advs.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. The present Regular First Appeal under Section 96 of the Code of Civil Procedure, 1908 has been preferred by the Appellant against the Judgment and Decree dated 13.02.2026, passed by the learned District Judge, Delhi in ***CS DJ No. 614969/16,*** whereby the *Suit for recovery of Rs.*

9,94,000/- (Rupees Nine Lakh Ninety Four Thousand Only) on account of damages at the rate of Rs. 24,000/- per month with interest, ***was dismissed.***

2. The ***brief facts*** of the case are, that the Plaintiff, Girish Kumar Jain is the owner and landlord of premises bearing No. GF-3 on Plot No. B-3/4, Dr. Mukherjee Nagar, Commercial Complex, Delhi, measuring 379 sq. ft. *(hereinafter referred to as the "suit property"). He* let out the suit property to the Defendant, UCO Bank with effect from 12.03.1994, at a monthly rent of Rs. 3,400/- per month, ***exclusive*** of maintenance charges, electricity charges and water charges, *for a period of five years.* The lease period was *extended* for a further period of five years at a monthly rent of Rs. 4,250/- per month, exclusive of other charges with effect from 12.03.1999, *vide* Lease Deed dated 25.03.1998.

3. The Defendant was required to pay electricity charges, as per the meter reading directly to the concerned authority. At the time of creation of the tenancy, an electricity meter was provided to the Defendant. According to the Plaintiff, the ***meter was burnt due the use of excessive electrical load by the Defendant,*** following which the Defendant started drawing electricity directly, resulting in a ***theft bill being raised by NDPL***. No fresh meter was installed, thereafter.

4. The electricity supply to the suit property was disconnected by NDPL on 09.03.2006, following the detection of electricity theft. The Plaintiff sent various letters to the Defendant on 19.12.2006, 10.01.2007, 08.02.2007, 10.04.2007 and 06.08.2008. He also sent legal Notice through his counsel on 03.06.2006, 25.01.2007 and 01.10.2007.

5. The Defendant sent replies on 07.02.2007 and 26.02.2007, while the counsel for the Plaintiff sent rejoinders on 22.02.2007 and 15.03.2007. These communications related, inter alia, to the electricity connection and the Plaintiff's grievance regarding the inability to use or re-let the suit property.

6. According to the Plaintiff, on account of the *Defendant's failure to restore the electricity connection, the suit property became incapable of being used or re-let, and the Defendant was liable for the loss suffered by him on that account.* The Plaintiff sent a legal notice dated 03.06.2006, to the Defendant.

7. The Plaintiff had filed a ***Suit bearing No. 249/1999*** *for possession, recovery of rent and mesne profits* against the Defendant, before the court of the learned Civil Judge, Delhi. The Plaintiff had also filed a *Suit for Mandatory Injunction* against the Defendant, before the court of the learned Civil Judge, Delhi.

8. During the pendency of Suit No. 249/1999, the Defendant ***vacated the suit propert***y and moved an Application in the said court, for handing over the keys of the suit property to the Plaintiff. *Initially, the Plaintiff refused to accept the keys* from the Defendant on the ground that during the tenancy period, the electricity meters had got burnt and the Defendant had thereafter, connected the electricity directly with the electricity supply of NDPL. A case of theft of electricity had also been registered by NDPL against the Defendant, which was pending before the court of learned ASJ, Special Electricity Court, Rohini Courts, Delhi.

9. The Plaintiff accepted the keys under protest and *took possession of the suit property, on 25.01.2008*. According to the Plaintiff, despite having obtained possession of the suit property, he could not have the electricity supply restored and, consequently, was unable either to use or re-let the suit property.

10. Further, it was averred that the suit property could easily fetch Rs. 24,000/- per month as rent, and the Plaintiff was entitled to damages at the rate of Rs. 24,000/- per month. w.e.f. 25.01.2008.

11. The suit property was ultimately let out by the Plaintiff to Rajesh Kumar Sharma on 15.04.2013, at a monthly rent of Rs. 27,000/-, *after the Plaintiff arranged electricity for the suit property by obtaining supply from another premises* ***owned by him,*** where the electricity meter was installed in the name of M/s G.B.S. Chits (P) Ltd., Company of the Plaintiff.

12. The Plaintiff had earlier moved an Application under *Order VI Rule 17 of the Code of Civil Procedure, 1908* for amendment of the Suit pending before the court of the learned Civil Judge, so as to seek the relief of damages. However, the said Application was ultimately withdrawn by the Plaintiff, who sought liberty to file a fresh Suit with regard to the aforesaid damages, which was allowed *vide* Order dated 27.05.2013.

13. *However, the Plaintiff has restricted his claim to damages, for a period of three years, amounting to Rs. 8,64,000/-. The Plaintiff also claimed interest at the rate of 20% per annum on the said damages amounting to Rs. 1,30,000/-, thereby making the total claim of Rs. 9,94,000/-*

14. The Defendant, UCO Bank, in its ***Written Statement*** asserted that the Plaintiff had *concealed material facts* and that the Suit was *without a cause* *of action*. The Defendant further asserted that the *Suit was hopelessly barred by limitation* and was also *liable to be dismissed under Order II Rule 2 of the Code of Civil Procedure, 1908.*

15. The Defendant further claimed that the Plaintiff had already availed his remedy by filing Suit No. 249/1999, titled *G.K. Jain v. UCO Bank*, seeking *possession, recovery of rent and mesne profits*, *which was decreed in favour of the Plaintiff and the* ***decretal amount was paid by the Defendant, in Execution proceedings***. It was asserted that, prior to the institution of the present Suit, the Plaintiff had instituted another Suit against the Defendant, which was subsequently withdrawn, without obtaining any liberty to institute a fresh Suit. The Defendant also referred to Civil Suit No. 112/2009, titled *G.K. Jain v. NDPL*, wherein the present Defendant had been impleaded as Defendant No. 2.

16. ***On merits***, the Defendant denied that the Plaintiff was the owner of the suit property and stated that there was no privity of contract between the parties with regard to the suit property. *The Defendant, however, admitted that the premises were let out on 12.03.1994 at a monthly rent of Rs. 3,400/-, and that the rent was subsequently increased, as per the Lease Deed.*

17. The Defendant stated that the ***electricity connection was used through a sub-meter provided by the Plaintiff*** and the consumption charges were paid by the Defendant to the Plaintiff from time to time, but the Plaintiff had failed to deposit the said amount with NDPL. It was contended that no theft was ever committed, by the Defendant.

18. Regarding vacation of the suit property, the Defendant stated that it had sought to vacate the premises, *on 31.08.2006* and had handed over the keys to the Plaintiff, who refused to accept the same. Thereafter, the *Defendant deposited the keys in the court of the learned Civil Judge*, and the Plaintiff was informed and requested to collect the keys from the court directly. The Plaintiff ultimately accepted the keys and took possession of the suit property, on 25.01.2008.

19. In the ***Replication***, the Plaintiff denied the averments made in the Written Statement and reiterated the contents of the Plaint. It was specifically stated that the previous Suit was totally different and the cause of action for the present Suit arose only when the Defendant vacated the suit property without electricity.

20. It was *denied that the Defendant had ever paid the electricity bills either to the Plaintiff or to NDPL*. The Plaintiff stated that the Defendant had committed theft of electricity and a case of theft had been registered against the Defendant. It was also the Plaintiff's case that the premises comprised of four shops, let out by four different landlords; the Plaintiff being one of them, and that the Defendant had combined all four shops and used excessive electrical load, on account of which the electricity meters were burnt.

21. The learned Trial Court framed the following **Issues, on 07.04.2014**:

i. *Whether the Plaintiff has no cause of action to file the Suit? (OPD)*

ii. *Whether the Suit is liable to be dismissed as barred under Order II Rule 2 CPC? (OPD)*

iii. *Whether the Plaintiff is entitled to recover a sum of Rs. 9,94,000/- on account of damages? (OPP)*

iv. *Whether the Plaintiff is entitled to interest, if so at what rate and for what period? (OPP)*

v. *Relief.*

22. ***PW-1, Girish Kumar Jain,* Plaintiff** tendered his evidence by way of affidavit, Ex. PW-1/A, in which he reiterated the averments of the Plaint. He placed reliance on, inter alia, the House Tax Receipt as Ex. PW-1/1, the Lease Deed as Ex. PW-1/2, the electricity theft bill raised by NDPL as Ex. PW-1/3, the Legal Notice as Ex. PW-1/4, the Court Notice dated 07.12.2012 as Ex. PW-1/5, the Order of the learned Civil Judge as Ex. PW-1/6, the Lease Deed dated 15.04.2013 in favour of Rajesh Kumar Sharma, as Ex. PW-1/7; letters sent to the Defendant as Ex. PW-1/8 to Ex. PW-1/12, A.D. Cards as Ex. PW-1/13 to Ex. PW-1/15; Legal Notices, postal receipts and A.D. Cards as Ex. PW-1/16 to Ex. PW-1/22, the Defendant's replies, the Plaintiff's rejoinders and A.D. Cards as Ex. PW-1/23 to Ex. PW-1/28; and the Order dated 27.05.2013 of the learned Civil Judge, as Ex. PW-1/29.

23. **PW-2, Rajesh Kumar Sharma,** deposed that he was inducted as a tenant in the suit property, vide Lease Deed dated 15.04.2013, Ex. PW-1/7. His cross-examination was deferred at the request of the proxy counsel for the Defendant, as the main counsel was not available. *Thereafter, no cross-examination of PW-2 was conducted by the Defendant.*

24. **PW-3, Tarun Kumar, Junior Officer, TPDDL,** produced photocopies of the theft bill, Inspection Report dated 09.03.2006 and Action Report, as Mark A, Mark B and Mark C, respectively.

25. **PW-3A S.S. Negi, Assistant, TPDDL,** produced the certified copy of the record pertaining to K. No. 31400130553, as Ex. PW-3/1A.

26. **PW-4, Sh. Shyam Singh, Naib Nazir,** posted in the Court of the learned ASJ, Rohini Courts, produced the original theft bill dated 27.03.2006 as Ex. PW-4/A.

27. **PW-4A, Satish Kumar, Junior Assistant, Record Room (Civil), Tis Hazari Courts, Delhi,** produced the record of Suit No. 301/2014, titled Girish Kumar Jain v. NDPL, along with the statement of Sunil Kumar, Senior Manager, Legal, TPDDL, dated 18.01.2016 and the Order dated 18.01.2016 passed by the learned Civil Judge, Senior Division, Central, Tis Hazari Courts, Ex. PW-4/1 (Colly.). The Defendant did not cross-examine this witness.

28. **PW-5, Dinesh Kumar, Customer Service Manager, TPDDL,** produced the documents relating to the old connection as Mark PW-5/A and Mark PW-5/B, documents relating to the new connection as Mark PW-5/C (Colly.), the Payment Deposit Receipt as Ex. PW-5/1, the demand letter as Ex. PW-5/2 and the meter installation receipt as Ex. PW-5/3. The Defendant did not cross-examine this witness.

29. The Defendant examined **DW-1, Chestha Dhawan, Branch Head/Senior Manager, UCO Bank, Mukherjee Nagar, Delhi**, who tendered her evidence by way of affidavit, Ex. DW-1/A, in which the contentions of the Written Statement were reiterated. She relied upon the certified copy of the judgment dated 24.08.2013 in Suit No. 249/1999, titled as *G.K. Jain versus UCO Bank* as Ex. DW-1/2, and the certified copy of the

Order and statement dated 31.03.2017 in Execution Petition No. 95780/16 as Ex. DW-1/3 and the common Board Resolution, as Mark A.

30. The Trial Court, *vide* the ***impugned Judgment*** dated 13.02.2026, held that the Defendant had failed to establish that the Suit was barred under Order II Rule 2 CPC or that the Plaintiff had no cause of action. On the question of damages, however, the learned Trial Court noted that the Plaintiff had obtained possession of the suit property on 25.01.2008, but had re-let the same only on 15.04.2013, after arranging electricity from another premises owned by him. No explanation had been furnished as to why the same arrangement for obtaining electricity, could not have been made at an earlier stage and concluded that the Plaintiff had failed to establish that the suit property could not be let out, solely on account of the non-availability of electricity. The Suit was ***dismissed,*** with no order as to costs.

31. *Aggrieved by the impugned Judgment and Decree dated 13.02.2026, the Appellant**, Girish Kumar Jain has preferred the present Appeal.***

32. The **grounds of challenge** are that the learned Trial Court passed the impugned Judgment without considering the material facts available on record and the findings are based on wrong assumptions.

33. It has not been appreciated that due to the direct theft of electricity committed by the officials of the Respondent Bank, the electricity in the suit property was disconnected w.e.f. 09.03.2006 and as a consequence thereof, the Appellant could not let out the suit property to any tenant.

34. It is further contended that the learned Trial Court has erred in holding that the Appellant has not given any explanation as to why he could not have made provision for supply of electricity to the suit property from another meter, at an earlier point of time. In this regard, it is stated that the other premises belonged to M/s G.B.S. Chits (P) Ltd., in which the Appellant is one of the Directors, and the electricity in the said premises was installed only in the year 2007. The Appellant could not supply electricity from one premises to another without the permission of NDPL and the power load was increased only in the year 2014. It is contended that the Respondent itself never raised any such defence and there was nothing on record to suggest that the Appellant could have supplied electricity from the other premises at any earlier point of time.

35. The Appellant has also asserted that the judgments on which the learned Trial Court has relied, are distinguishable as they pertain to government leasehold properties allotted by DDA and other government authorities, which are distinct from privately owned properties, such as the suit property.

36. It is therefore, submitted that the impugned judgement, be set aside.

Submissions heard and the record perused.

37. The suit property, which had been let out by the Appellant/Plaintiff to the Respondent/Defendant Bank, *vide* Lease Deed dated 25.03.1998. The electricity connection was admittedly disconnected by the NDPL on 09.03.2006, on the ground of *direct theft of electricity*. The Respondent Bank thereafter, vacated the suit property and the *Appellant took possession* thereof, on 25.01.2008. *The question is whether the absence of electricity thereafter, rendered the suit property incapable of being re-let, so as to entitle the Appellant to recover the alleged loss of rent, from the*

Respondent, until 15.04.2013, *when* the Appellant, arranged supply of electricity from another premises owned by his Company, being M/s G.B.S. Chits (P) Ltd., and let it out to one Rajesh Kumar Sharma, on a monthly rent of Rs. 27,000/-.

38. The Appellant instituted the present Suit on 10.07.2013, claiming damages at the rate of Rs. 24,000/- per month for the intervening three-year period, attributing the non-letting out of the suit property to the non-availability of electricity, which, in turn, was attributed to the theft of electricity committed by the Respondent.

39. In the said backdrop, the following questions arise for consideration:

> *(i) Whether the suit property could not be let out, throughout the period of claim, on account of any factor beyond the Appellant's own control; and*
>
> *(ii) Whether the rate of Rs. 24,000/- per month, at which damages have been claimed, have been proved.*

<u>I. Whether the Suit Property could not be let out, due to Electricity disconnection on account of of Electricity Theft:</u>

40. Before, considering the facts, it would be pertinent to first consider the principles for assessing the damages.

41. The Appellant, in paragraph 7 of the Plaint, has made the following averment, which was reiterated on oath, in paragraph 8 of the Affidavit of Evidence Ex. PW-1/A:

> *"...However, it is submitted that only on 15.04.2013 the plaintiff could let out the premises to a tenant @ Rs.27,000/-*

per month due to the reason that the plaintiff has started supplying the electricity to the tenanted premises from the other premises which are also owned by the plaintiff and electricity meter is lying installed in the name of M/s.G.B.S. Chits (P) Ltd. which is one of the Companies of the plaintiff."

42. In the light of the aforesaid admitted position, the burden was on the Appellant, in terms of the Explanation to Section 73 as expounded in *Murlidhar Chiranjilal (supra)* and *M. Lachia Setty (supra)*, to demonstrate by cogent evidence, that ***the means of remedying the inconvenience, did not exist during the period from 25.01.2008 to 15.04.2013.***

43. ***Explanation to Section 73 of the Indian Contract Act, 1872,*** encapsulates a principle applicable to a claim for damages. It provides:

"S. 73. Compensation for loss or damage caused by breach of contract.—When a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from the breach of it.

Such compensation is not to be given for any remote and indirect loss or damage sustained by reason of the breach.

Compensation for failure to discharge obligation resembling those created by contract.—When an obligation *resembling those created by contract has been incurred and has not been discharged, any person injured by the failure to discharge it is entitled to receive the same compensation from the party in default, as if such person had contracted to discharge it and had broken his contract.*

*Explanation: In estimating the loss or damage arising from a breach of contract, **the means which existed of remedying the inconvenience caused by the non-performance of the contract must be taken into account**."*

44. The Supreme Court in the case of *M/s Murlidhar Chiranjilal v. M/s Harishchandra Dwarkadas*, AIR 1962 SC 366, held:

*"The two principles on which damages in such cases are calculated are well-settled. The **first is that**, as far as possible, he who has proved a breach of a bargain to supply what he contracted to get is to be placed, as far as money can do it, in as good a situation as if the contract had been performed; but this principle is qualified **by a second**, which imposes on a plaintiff the duty of **taking all reasonable steps to mitigate the loss consequent on the breach**, and debars him from claiming any part of the damage which is due to his neglect to take such steps… These two principles also follow from the law as laid down in Section 73 read with the Explanation thereof."*

45. This principle was reiterated by the Supreme Court in *M. Lachia Setty & Sons Ltd. v. The Coffee Board, Bangalore,* *(1980) 4 SCC 636*, wherein it was observed:

> *"The plaintiff **must take all reasonable steps to mitigate the loss which he has sustained consequent upon the defendant's wrong,** and, if he fails to do so, he cannot claim damages for any such loss which he ought reasonably to have avoided."*

46. Thus, to succeed in a claim of Damages, the plaintiff must establish:

(i) *There was a breach of the terms of the Agreement; and*

(ii) ***That all reasonable steps to mitigate the loss consequent on the breach, were taken by the Plaintiff.***

47. From pleadings and evidence of the Appellant, it is established that there was a supply of electricity, to the suit premises by the Appellant and that it got disconnected on ***09.03.2006*** due to electricity theft, and a case of electricity theft, was registered against the Defendant.

48. While Defendant had asserted that he had been provided electricity through a sub-meter, Plaintiff had examined **PW-4** Sh. Shyam Singh, who produced summoned record of the electricity connection installed in the property. The perusal of original Bill dated 27.03.2006 Ex.PW-4/A, shows that ***User of electricity meter was M/s UCO Bank***, while owner was Plaintiff. It also indicates that it was Final Assessment Bill in the sum of Rs.2,59,672/-, raised by the Enforcement Assessment Cell.

49. From this Bill, it is evident that a separate electricity connection had been provided to the Defendant / Tenant, as deposed by the plaintiff. There was a theft committed leading to disconnection of electricity.

50. It is also not in dispute that multiple Letters were sent to the Defendant as Ex. PW-1/8 to Ex. PW-1/12, in regard to electricity theft and meter disconnection. The Defendant's replies and the Plaintiff's rejoinders are Ex. PW-1/23 to Ex. PW-1/28. Thus, there was admittedly communication exchanged between the parties in regard to the electricity connection and possession.

51. Additionally, **PW-4 Sh. Shyam Singh, Naib Nazir,** Rohini Courts, had produced the original record of the Suit No.301/2014, titled *Girish Kumar Jain vs. NDPL*. The matter was amicably settled *inter se* Defendant Nos.1 and 2, i.e. NDPL and Defendant herein (UCO Bank), wherein as against Bill Ex.PW-4/A, Defendant No.2, i.e. UCO Bank paid Rs.88,300/- to ND, TPDDL, towards settlement of the Final Bill.

52. Pertinently, PW-4 Sh. Sunil Kumar, Senior Manager, Legal, TPDDL, in his Statement dated 18.01.2016 also stated that it was ready to install an new connection, after completion of commercial formalities. A similar statement was also made by the Plaintiff himself, wherein he stated that in the light of the settlement recorded between Defendant No. 1 and Defendant No. 2, his Suit may be disposed of as settled. Consequently, the Suit of the Plaintiff was disposed of, in view of the aforesaid Settlement.

53. **PW-5 Sh. Dinesh Kumar, Customer Service Manager, TPDDL,** in his testimony also confirmed that matter got amicably settled *inter-se* parties and **stated that new connection was installed on 21.04.2016.**

54. The testimony of PW-4, PW-4A and PW-5 establish that theft was committed from the meter installed for the usage by the Defendant; that there was disconnection of electricity connection, through which electricity was being supplied to the tenanted premises, which was eventually settled by the Defendant, on payment of Rs.88,300/- to TPDDL **and new connection was installed on 21.04.2016.**

55. The Plaintiff's assertion is that suit premises could not be rented out from **25.01.2008 to 15.04.2013,** on account of there being no electricity connection, is patently incorrect.

56. The pertinent question, thus is whether the premises could not be rented out from **25.01.2008 to 15.04.2013**, on account of the act of electricity theft by the defendant, leading to the disconnection of electricity, as asserted by the plaintiff.

57. Not a single document has been placed on record to demonstrate the date on which the electricity connection in the name of M/s G.B.S. Chits (P) Ltd. was installed, the sanctioned load thereof at any given point of time, any Application made to the NDPL for permission to draw such supply, or any technical or physical impediment which stood in the way. The Affidavit of Evidence Ex. PW-1/A is conspicuous by its silence, on these aspect. **Thus, while the record establishes that such an arrangement was ultimately made on 15.04.2013, it *does not establish that the arrangement was unavailable to the Appellant during the period for which damages are claimed.***

58. The Appellant has failed to establish by cogent evidence that the means of remedying the inconvenience caused by the absence of electricity were unavailable to him, during the period from 25.01.2008 to 15.04.2013.

59. Having ultimately arranged electricity from another premises and immediately thereafter, re-let the suit property, the Appellant has also failed to establish why such reasonable steps could not have been taken earlier. *Consequently, the loss claimed for the said period cannot be attributed entirely to the Respondent.*

60. *The means to mitigate the damage was available to the Plaintiff and such arrangement could have been made earlier, and **therefore, the Ld. District Judge rightly denied the damages to the plaintiff.***

II. Whether the Plaintiff proved the loss of Rate of Rent as Rs. 24,000/- per Month:

61. Independently of the above, the Appellant's claim also *fails for want of proof of the quantum of damages* at the rate of Rs. 24,000/- per month, on the basis of which the claim of Rs. 8,64,000/-, has been calculated.

62. The Supreme Court in *Fortune Infrastructure v. Trevor D'Lima*, (2018) 5 SCC 442, has held:

> *"...Every breach of contract gives rise to an action for damages. **Such amount of damages must be proved with reasonable certainty**."*

63. Further, in the said judgment, it has been observed:

> *"It is now settled that where a party sustains loss by reason of a breach of contract, **the damages are to be granted so***

as to place the suffering party in the same position as if the contract had been performed. *In light of the above, the damages other than consequential loss have to be measured at the time of the breach."*

64. The sole document brought on record by the Appellant to support the claimed rate of Rs. 24,000/- per month, is the Lease Deed Ex. PW-1/7 dated 15.04.2013, whereby the suit property was let out to Rajesh Kumar Sharma, at Rs. 27,000/- per month. The said Lease Deed, being a document of April, 2013, can at best evidence the market rate as prevailing on that date. It cannot, without any further evidence, *establish the market rate as prevailing on 25.01.2008*, which is the date from which damages are claimed, and which, in terms of *Fortune Infrastructure (supra)*, is the point of time at which the damages have to be measured.

65. It is also relevant to notice that in Suit No. 249/1999, decreed *vide* Judgment dated 24.08.2013 (Ex. DW-1/2), the learned Civil Judge, on a detailed appreciation of the evidence led therein, which included the testimony of a property dealer as well as an admission by the defendant's witness, held the prevailing rate of rent for the very same suit property to be Rs. 27.50 per sq. ft. per month for a covered area of 355 sq. ft. That finding pertained to a period ending on 08.12.2006 and translates to Rs. 9,762.50/- per month. In the present proceedings, the Appellant has led no evidence, whether by way of comparable Lease Deeds, testimony of any property dealer, or any other cogent material, *to establish that the market rate had escalated, between 08.12.2006 and 25.01.2008, to Rs. 24,000/- per month.*

66. The rate of Rs. 24,000/- per month, on which the entire claim rests, is thus, a bare figure asserted in the pleadings, unsupported by any evidence which meets the standard of "*reasonable certainty,*" mandated in Fortune Infrastructure *(supra).*

67. Additionally, the Plaintiff has failed to produce any document, of advertisement, listing with any property dealer, or correspondence with any prospective tenant, or proof of any offer received and declined, to demonstrate that the Appellant had, at any point of time between 25.01.2008 and 15.04.2013, placed the suit property in the market, for letting. Not a single witness has been examined to depose that he had inspected the suit property with a view to taking it on rent and declined on account of the absence of electricity. The averment that "no person is willing to take the premises on rent" remains, thus, wholly unsupported. **The mere fact that the premises remained vacant during this period does not, by itself, establish that the vacancy was caused by the absence of electricity.**

68. The requirement of leading such evidence is neither exacting nor formalistic, but is necessary to establish the causal link between the alleged wrong and the loss claimed. The Appellant, having failed to establish the fact of the loss and its causal connection with the alleged wrongful act of the Respondent, cannot recover the quantum of the loss.

<u>Conclusion:</u>

69. In view of the foregoing discussion, **it established that there is no merit in the present Appeal, which is hereby, dismissed.**

70. The pending Applications are disposed of, accordingly.

(NEENA BANSAL KRISHNA)
JUDGE

SEPTEMBER 22, 2026/*va/RS*