

Order no. 75
Dated 29.06.2026

Today is fixed for order.

Both sides files lawyers hazira.

Ld. Advocate for the plaintiff is present.

Ld. Advocate for the defendant is present.

Case record is taken up for passing order in respect of petition filed by the plaintiff u/s 7(3) of WBPT Act dt. 16.12.2024.

Perused the materials on record.

It is the contention of the plaintiff that this Court has ordered the defendant to pay the monthly current rents within the stipulated period, however, the defendant has failed to comply with the said direction of this Court and hence, the defendant protection against the delivery of possession be struck out.

On the contrary, it is stated by the defendant denied the said allegation and submitted that the defendant made the deposits within the stipulated time.

Ld. Advocate for the plaintiff submitted that plaintiff was directed by this Court to deposit rent of each month by 15th of each Succeeding calender month, however, the defendant has deposited the rent for the month of March, 2020 and April, 2020 on 10.06.2020. Ld. Advocate of the plaintiff submitted that vide order no. 5 dt. 08.03.2019, this Court directed the defendant to deposit monthly rent as admitted by the defendant month by month by the 15th of each succeeding month accordingly to English calender month upon his own risk. Ld. Advocate for the plaintiff submitted that the defendant has paid the rent for the month of March, 2020 and April, 2020 on 10.06.2020 so, the defendant has clearly violated the order of the Court and hence, defendant has failed to comply with the direction of this Court and so, the defence of the defendant against delivery of possession be struck off. Ld. Advocate for the plaintiff also submitted that the defendant has submitted rent for the month of December, 2020 on 08.12.2020, October, 2021 on 29.10.2021, December, 2021 on 04.12.2021, December, 2022 on 05.12.2022 and December, 2023 on 18.12.2023 i.e. the defendant has paid the rent prior to the due date and hence, defendant has failed to comply with the direction of this Court and so, the defence of the defendant against delivery of possession be struck off.

Ld. Advocate for the defendant submitted that on March, 2020 there was Covid outbreak and as a result of which the Court was closed and as a result of which the defendant was unable to submit rent for the month of March, 2020 and April, 2020 within the stipulated time. Ld. Advocate for the defendant also submitted that moreover at the time of COVID outbreak there was restrictions imposed regarding movement of the people. Ld. Advocate for the defendant submitted that as soon as the defendant get the opportunity the defendant has submitted the rent for the month of March, 2020 and April, 2020. Ld. Advocate for the defendant also submitted that defendant has paid all the rent within the stipulated time and there is no latches on the part of the defendant. Ld. Advocate for the defendant also submitted that there is Winter Vacation which prevails from 25th December of each year to 26 January of the next year and at that time the Court remains closed and so at that time the challan could not be placed before the Ld. Court, so, during that period the defendant has deposited the rent of the month of December within the month of December. Ld. Advocate for the defendant prays for rejection of plaintiff's petition.

Perused the materials on record.

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On perusal of the case record it is found that the defendant was directed vide order no. 5 dt. 08.03.2019 to deposit the monthly rent by the 15th of each succeeding month accordingly to English calender at his own risk. It is evident from the case record that during the month of March, 2020 which also prevailed to June, 2020, the Court was not functioning due to pandemic of Covid-19. The defendant has deposited the rent for the month of March, 2020 and April, 2020 on 10.06.2020.

In a *Suo Moto* Writ petition (c) no. 03/2020, Ld. Apex Court vide order dt. 10.01.2022 has observed that In a *Suo Moto* Writ petition (c) no. 03/2020, Ld. Apex Court vide order dt. 10.01.2022 has observed that **“I. That the order dated 23.03.2020 is restored and in continuation of the subsequent orders dated 08.03.2021, 27.04.2021 and 23.09.2021, it is directed that the period from 15.03.2020 till 28.02.2022 shall stand excluded for the purposes of limitation as may be prescribed under any general or special laws in respect of all judicial or quasi-judicial proceedings.**

II. Consequently, the balance period of limitation remaining as on 03.10.2021, if any, shall become available with effect from 01.03.2022.

III. In cases where the limitation would have expired during the period between 15.03.2020 till 28.02.2022, notwithstanding the actual balance period of limitation remaining, all persons shall have a limitation period of 90 days from 01.03.2022. In the event the actual balance period of limitation remaining, with effect from 01.03.2022 is greater than 90 days, that longer period shall apply.

IV. It is further clarified that the period from 15.03.2020 till 28.02.2022 shall also stand excluded in computing the periods prescribed under Sections 23 (4) and 29A of the Arbitration and Conciliation Act, 1996, Section 12A of the Commercial Courts Act, 2015 and provisos (b) and (c) of Section 138 of the Negotiable Instruments Act, 1881 and any other laws, which prescribe period(s) of limitation for instituting proceedings, outer limits (within which the court or tribunal can condone delay) and termination of proceedings.”.

In this petition the allegation raised by the plaintiff is that the defendant has deposited the rent for the month of March, and April, 2020 on 10.06.2020. Considering that at that time there was Covid outbreak and also on the view of order passed by the Ld. Apex Court, the defendant cannot be laid to suffer due to delayed deposit of rent on account of Covid outbreak.

The defendant has deposited the rent for the month of October, 2021 on 29.10.2021, of December, 2021 on 04.12.2021, of December 2022 on 05.12.2022 and December, 2023 on 18.12.2023 which is evident from the petition of the plaintiff also. On perusal of the case record it is found that in this case the petition u/s 7(1)(a) of WBPT Act was disposed of on 13.11.2020 and the defendant was directed to pay monthly rent of Rs.418/- by the 15th of each succeeding English Calender Month until further order. It is also contented by the Ld. Advocate for the defendant that the Court remain closed on account of Winter Vacation and so the defendant has deposited the rent for the month of December, within the month of December. So, the defendant has deposited the rents within the stipulated time and as the defendant has deposited the rent for the said month prior to the completion of the said month suggests the bonafide intention of the defendant.

Hence, it is,

O R D E R E D

that the petition filed by the plaintiff u/s 7(3) of WBPT Act dt. 05.04.2024 is hereby stands rejected on contest without any order as to costs.

Fix 15.07.2026 for further examination in chief of PW 1.

D/c by me

Civil Judge (Jr. Division), Ksg.

Civil Judge (Jr. Division), Ksg.