

29-03-2022

Today is fixed for passing order in respect of 7(2) application.

Heard the Ld. Adv for both sides.

Argument heard in full.

Now, the record is taken up for passing order.

During the course of hearing Ld. Adv for the defendant no.1 submitted that defendant no.1 is not a defaulter in payment of rent since June, 1995. Ld. Adv further submitted that defendant no.1 deposited the rent before the rent controller as well as before this Court. So, no arrear is due from the defendant no.1 to plaintiff.

Per contra; Ld. Adv for plaintiff contradicted the submission made by the adversory and argued that the deposit before the rent controller is bad in the eye of law as per sec. 13(2) of WBPT Act, 1997. So, all subsequent deposits are bad in the eye of law.

Considered.

On perusal of the petition, W.O, court challans and other materials on record it appears to this court that the deposits for the month of May, 1997 to July, 1997 are bad in the eye of law as per section 13(2) of WBPT Act, 1997. It also appears relationship between defendant no.1 and plaintiff is admitted as landlord and tenant. The rate of rent was disputed, the plaintiff stated that the rent was Rs.100/- and the defendant stated that the rent is Rs.75/-. In the above circumstances, on perusal of the evidence this court is of the view that the rent is Rs.75/- per month according to English calendar month.

Q. No.1. Arrear of Rent:- In the above circumstances, after going through the evidence this Court is of the view that the arrear of rent shall be calculated according to the evidence produced by the either side.

Now, in that light the arrear of rent to be determined on the basis of following data:

- ◆ the defendant made default in payment of rent since May, 1997 to March, 2008 and January, 2009 to December, 2010
- ◆ the rate of rent is considered at the rate of Rs.75/- per month.

Let us calculate on the basis of above data:

Months	Period in months	Rate of rent X month	Amount in INR
May, 1997 to March, 2008	131	75x131	9825.00
January, 2009 to December, 2010	24	24X75	1800.00
Total default			11,625
10% Statutory interest			+1162.50
Total amount payable as per determination			12787.50

On the basis of above calculation this Court holds that Rs. 12787.50/- (Rupees Twelve Thousand Seven Hundred Eighty seven) only is due from the defendant no.1 to the plaintiff towards the payment of rent.

Hence, it is

ORDERED

that the petition U/s-7(2) of WBPT Act as filed by the defendant no. 1 is allowed on contest and disposed of accordingly. That the Rs.12787.50/- is due from the defendant no.1 / tenant to the plaintiff / landlord towards payment of rent. The defendant no.1 is directed to pay the rent due of Rs. 12787.50/- (Rupees Twelve Thousand Seven Hundred Eighty seven) only within one month from the date of this order.

The defendant no.1 / tenant is also directed to continue the deposit of the current rent @Rs.75/- per month by month by month within 15th of each succeeding month.

Fix 06.05.2022 for framing of issue.

D/c by me

CJ (Jr. Divn.)
(JO CODE WB01423)
Bidhannagar

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