

Ejectment Suit No. 02 of 2012

WBNP18-002508-2012

Order dt. 09/06/2026

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

Both parties filed their respective hazira.

Let the case record be taken up for passing order.

On last occasion heard both sides.

Perused the application u/s 7(2) of WBPT Act, W.O. thereto, evidence of the both sides and other materials on record.

First of all it is mentioned herein that the defendant did not file any application u/s 7(1) of WBPT Act.

On perusal of all these, it appears that the instant suit is filed u/s 6 of WBPT Act praying for ejectment and recovery of khas possession against the defendant/tenant on one of the grounds of default in payment of rent since January, 2000.

It also appears that there is no dispute regarding rate of rent Rs. 140/- per month.

According to the plaintiff, he acquired the suit property by virtue of a Will of Chinmoyee Puri and after getting probate, he issued a letter of attornment to the defendant asking him to pay rent. The said letter of attornment duly served upon the defendant but the defendant did not pay rent.

According to the defendant, this plaintiff is not his landlord. One Alpana Ghosh who is predecessor of his actual landlord. Said Alpana Ghosh used to collect rent and issued rent receipts. Rent receipts lastly issued on 25/12/2023 for the month of July to December, 2023.

It is evident that the probate of the Will of Chinmoyee Puri has been granted in favour of the plaintiff and letter of attornment was duly received by the defendant. Therefore, the relationship of landlord and tenant between the parties concerned was created as and when the defendant received the letter of attornment. In spite of that, the defendant neither paid rent to the plaintiff nor made any enquiry about the status of this plaintiff. Therefore, from the date of receipt of letter of attornment by the defendant, all payment as rent in favour of Alpana Ghosh cannot be considered as valid payment as rent.

Accordingly, this Court holds that the defendant is a tenant under the plaintiff and he is found defaulter in payment of rent since January, 2000.

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Hence,

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that the defendant is found defaulter in payment of monthly rent for the month of January 2000 to December 2011.

Defendant is hereby directed to deposit of a sum of Rs. $144 \times 140 = 20160/-$ along with 10% statutory interest i.e. total amounting Rs. $(20160 + 2016) =$ Rs.22176/- within one month from this day.

As it is earlier pointed out that the defendant herein did not file any application u/s 7 (1) of WBPT Act, the defendant has failed to comply the mandate of the provision of Clause (c) of sub-section (1) of Section 7 of WBPT Act. Therefore, the defendant will face the consequence as provided in Section 7 (3) of WBPT Act i.e. defence of the defendant has been **struck off**.

The application of Section 7 (2) of WBPT Act is disposed of accordingly.

To 09/07/2026 for framing of issues.

D/C by me

(Debabrata Biswas)
Civil Judge (Jr. Divn.)
Bidhannagar, North 24 Parganas.
J.O. Code : WB 01155