

EJECTMENT SUIT NO. 09 OF 2023
C.N.R No. WBPS01-000461-2023

IN THE COURT OF 4TH BENCH, PRESIDENCY SMALL CAUSE COURT,
CALCUTTA
PRESENT: SMT. ARCHITA SEN, JUDGE, 4TH BENCH, PRESIDENCY SMALL
CAUSE COURT, CALCUTTA.

ORDER NO- 15
DATED 23.06.2025:

Today is fixed for passing Order in respect of the petition under section-7(2) of the West Bengal Premises Tenancy Act, 1997 filed by the defendant. Both the parties file separate attendance through their respective Ld. Advocates.

The defendant also files the challans for the month of April, 2024 to May, 2025 which are kept with the record.

The petition under section-7(2) of the W.B.P.T Act is taken up for hearing.

Heard both sides.

Perused the record including the said petition, written objection thereof and the challans filed by the defendant.

Considered.

It appears from the record that the plaintiffs claimed that the defendant has failed and neglected to pay rent to the plaintiffs since the month of February, 2021. The defendant admitted that he is a monthly tenant under the plaintiffs in respect of the suit premises on the payment of rent at the rate of Rs.175/- payable according to the English Calendar month. The defendant further stated that the plaintiffs verbally demanded that the present rent should be increased to Rs.1750/- monthly and the new rent shall be taken as the cost of construction of the defendant's new tenanted portion which he will get after reconstruction. When the defendant asked the plaintiffs to send their demand to the defendant in writing, they refused to do that. Not only that the plaintiffs asked the defendant to pay the rent in advance to the developer who will issue rent receipt to him on the strength of power of attorney executed by the plaintiffs. So the defendant after appearance before the Court by filing a petition under section-7(2) of the Act with a prayer for determination of the amount of rent and the relationship of the landlord and tenant between the parties to the suit. The defendant has deposited the admitted arrears of rent for the month of February, 2021 to January, 2023 along with the statutory interest and also deposited the current rent till date. The defendant has filed all the challans and prayed for passing an Order.

The plaintiffs filed written objection against the petition under section-7(2) of the Act denying all the contentions of the defendant. Accordingly the plaintiffs prayed for rejection of the instant petition.

After going through the application of the defendant, the written objection filed by the plaintiffs against such petition and the challans filed by the defendant it can be adumbrated that the amount of rent is not at all disputed between the parties. Though the defendant stated that the plaintiffs demanded Rs.1750/- as monthly rent from him but he could not file any document from where it can be seen that such demand was made on the part of the plaintiffs. Moreover, the plaintiffs themselves stated in the plaint that the amount of rent is Rs.175/- monthly. When the plaintiffs are not claiming the rent to be Rs.1750/- in this suit and admitting that the amount of rent is Rs.175/-, then this Court thinks that there is nothing to be determined by the Court on the issue of amount of rent. So far as the relationship of landlord and tenant between the plaintiffs and defendant is concerned, that is also admitted by the defendant. But he raised a point that the plaintiffs have executed a power of attorney in favour of the developer for collection of rent. This fact is required to be proved by the defendant which is not possible at this stage. The dispute lies only on the period of the default. As per the plaintiffs the defendant is a defaulter since February, 2021. After appearance of the defendant in this suit, he deposited the admitted arrears of rent for the month of February, 2021 to January, 2023 as it reflects from the challan and thereafter he is regularly depositing rent which will reflect from the Court deposit challans filed by the defendant. All the deposits are made within statutory period. From the challans filed by the defendant it can be seen that the defendant has deposited the admitted arrears as well as he is depositing the current rent regularly.

Accordingly, as the defendant has duly complied with the order of the Court, this Court can safely hold that the defendant is not the defaulter.

Hence it is

O R D E R E D.

That the petition under section-7(2) of the West Bengal Premises Tenancy Act, 1997 filed by the defendant is disposed of on contest without cost.

No rent is due from the defendant as on this date.

The defendant is directed to go on paying the current rent within the time specified in section-7(1)(c) of the W.B.P.T Act.

To 04-08-2025 for framing of issues.

Typed, Corrected and Printed by me.

Judge, Bench-4
PSCC, Calcutta
J.O Code WB01174

Judge, Bench-4
PSCC Calcutta
J.O Code WB01174