

EJECTMENT SUIT NO. :- 67 OF 2024
(CNR No. WBPS01-000138-2024)
(JO CODE No. WB01165)

Before Smt. P. Shukla, Ld. Judge, 2nd Bench.

Order no. - 13
Dt. 28.08.2025

Today is fixed for order.

Both parties filed hazira.

Heard the Ld. Advocate for defendant who submitted that the defendant paid rent directly to the landlord up to the month of September, 2023 @ Rs.570/- only per month payable according to English calendar month in respect of room Nos. 10 and 11 on the first floor at premises No. 245, Bepin Behari Ganguly Street (Old Portion), P.S. - Bowbazar, Kolkata - 700012 and issued rent receipt.

Thereafter landlord/plaintiff did not accepted the rent from the defendant on one or another plea.

The defendant has filed an application under Section 7(1) of the West Bengal Premises Tenancy Act, 1997 for deposits the rent from the month of October, 2023 to April, 2024 seven months rent @ Rs.570/- with statutory interest thereon @ 10% P.A. and current rent for the month of May, 2024 @ Rs.570/- only per month payable according to English calendar month in respect of room no. 10 and 11 on the first floor at premises no. 245, Bepin Behari Ganguly Street (Old Portion), P.S.- Bowbazar, Kolkata - 700012 before this Learned court in this suit to the credit of the plaintiff and thereafter subsequent months. So the defendant at all defaulter on payment of rents the plaintiff has not pleaded the grounds of default against the defendant but to avoid future complication this defendant is filling this application.

The defendant stated and submitted that the defendant is not defaulter in payment of rent from the month of October, 2023.

Therefore defendant prays to determine if any rent due and payable by the defendant to the plaintiff and if any then defendant may be permitted to pay by easy installments month by month.

Per contra, plaintiff files W/O and raised strong objection during hearing.

Plaintiff submitted that tenancy of the defendant has been terminated on the expiry of the month of November, 2023 through notice dated 05.10.2023 and stated that defendant is defaulter in payment of rent from October, 2022.

On perusal of the Court deposits, it appears that defendant has not filed any receipt/ challan or other relevant document to show the payment of rent from October, 2022 as it is claim of plaintiff that defendant is defaulter from October, 2022.

Defendant has filed the Court deposit since October, 2023.

Thus, it appears that defendant is defaulter in payment of rent since October, 2022 to September, 2023 i.e. 12 months @ Rs.570/- per month.

Further, defendant has filed the Court deposit rent receipt till January, 2025 only.

Thus, defendant is defaulter in payment of rent since February, 2025 till July, 2025 @ Rs.570/- per month.

Thus, defendant is defaulter in payment of rent for a total period of 18 months @ Rs.570/- per month i.e. total Rs.10,260/- and also interest @ 10% per annum i.e. Rs.11,286/-.

The defendant is to pay the arrear of the rent within 30 days from the date of this order.

Thus, the petition under Section 7(2) of W.B.P.T. Act is hereby disposed of.

To 11.11.2025 for framing of issue.

D/C by me.

Sd/-

Judge, Bench - II,
P.S.C. Court, Calcutta.

Sd/-

Judge, Bench - II,
P.S.C. Court, Calcutta.