

**EJECTMENT SUIT NO.: 70 OF 2023**  
**(CNR No. WBPS01-000143-2023)**  
**(JO CODE No. WB01229)**

Order no. - 11  
Dt. 26.04.2024

Today is fixed for hearing of the petition under Section 7(2) of W.B.P.T. Act.

Both parties file hazira.

Plaintiffs file written objection against the petition under Section 7(2) of W.B.P.T. Act.

Copy served to the other side.

Now the case record is taken up for hearing the application under Section 7(2) of the W.B.P.T. Act.

Heard Ld. Advocate for the plaintiffs who submitted that defendant was monthly tenant under the plaintiffs in respect of one room on the ground floor at premises no. 81-E, Bechu Chatterjee Street, P.S. - Amherst Street, Kolkata – 700 009 at a monthly rent of Rs. 1,000/- payable according to English calendar month and defendant was a defaulter for making payment of rent since September – 2018 and as such the defendant is liable to be evicted on the ground of default.

The defendant in this case has appeared and has filed two separate petitions under Section 7(1) and 7(2) of W.B.P.T. Act and the application under Section 7(1) of W.B.P.T. Act was disposed of by this Court, vide. its order no. 10 dated 21.02.2024 directing the defendant to deposit the rent from the month of April 2023 to February, 2023 at the rate of which it was last paid and the defendant is at liberty to pay/ deposit current rent month by month by 15 of each succeeding month at his own risk within prejudice to the right and contention as per law.

The defendant in his application under Section 7(2) of W.B.P.T. Act stated that when the defendant used to pay rent regularly to the landlord but no rent receipt was granted against such payment and he paid the rent to the landlord on good fath till the month of December, 2022 and defendant has paid all the rents regularly and there was no rent due and as such the defendant is not a defaulter for making payment of rent.

On perusal of the petition and the documents filed both the parties, I find that the defendant had produced the challans showing payment of rent from April – 2023 to February – 2024 before this court as per order under Section 7(1) of W.B.P.T. Act.

It was averred by the plaintiff that defendant was defaulter for making payment of rent since September – 2018, on the other hand, the defendant stated that he paid rent till

December, 2022 to the plaintiffs but no rent receipt was issued against such payment and the defendant did not deny the period of default for making payment of rent since the month of September – 2018 to March, 2023.

Considering all the challans, it appears that the defendant has complied the order passed by this court under 7(1) of W.B.P.T. Act but he did not pay the arrear rent since the month of September – 2018 to March, 2023 and it can be safely said that he is defaulter for making payment of rent.

Defendant is hereby directed to deposit the rent since the month of September – 2018 to March, 2023 at the rate of Rs. 1,000/- per month, i.e. for 55 months in total Rs. 55,000/- along with 10% interest of Rs. 5,500/- in total Rs. 60,500/- within 30 days from the date of passing of this order.

He is further directed to deposit the current rent as per the order passed under Section 7(1) of W.B.P.T. Act, 1997.

Accordingly, the instant petition under Section 7(2) of W.B.P.T. Act, 1997 is hereby disposed of.

To 08.07.2024 for framing of issue.

D/C by me:

Sd/-

Judge, Bench – II,  
Presidency Small Cause Court,  
Calcutta.

Sd/-

Judge, Bench – II,  
Presidency Small Cause Court,  
Calcutta.