

EJECTMENT SUIT NO. 259 OF 2021
C.N.R No. WBPS01-000458-2021

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- 25
DATED 06-03-2025:

Today is fixed for filing commissioner's report and hearing of the petition under section-7(2) of the West Bengal Premises Tenancy Act, 1997 filed by the defendants. Both the parties file separate attendance through their respective Ld. Advocates.

Ld. Advocate Commissioner files a petition with a prayer for time to file inspection report as some part of the commission is still pending.

The prayer of the Ld. Advocate commissioner is allowed.

The defendants have already filed all the relevant challans.

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 and the challans filed by the defendants.

Considered.

It appears from the record that the plaintiff claimed that the defendants have failed and neglected to pay rent to the plaintiff since the month of September, 2006. The defendants admitted the plaintiff to be the landlord but it is stated by the defendants that the extent of tenancy was the entire ground floor consisting of three bed rooms, one kitchen and one bath cum privy and one asbestos room and on 27/07/2013 defendant no.1 surrendered one portion of the tenanted ground floor ie two rooms and one kitchen in favour of the plaintiff and he along with the plaintiff agreed that the rest portion of the ground floor shall be retained by Probhawati Gupta. So the defendants claimed that the rent was paid by defendant no.1 upto August, 2006 against the receipt issued by the plaintiff. Thereafter the plaintiff refused to accept the rent, for which defendant no.1 deposited the rent before the Rent Controller. When defendant no.2 retained the rest portion of the ground floor vide agreement dated 27/07/2013, defendant no.2 started paying rent to the plaintiff and paid the same till March, 2014 but the plaintiff did not issue any rent receipt, for which she deposited rent before the Rent Controller since March, 2014 to November, 2021. Though the plaintiff has not mentioned this facts in his pleadings but he admitted the fact of surrender of portion of tenancy to the plaintiff by defendant no.1 and retention of the rest portion by defendant no.2 during the hearing of this petition. As the Ld. Advocate for the plaintiff admitted these facts, this Court is not going to discuss about the extent of tenancy of each defendant at this stage of the suit. After going through the petition of the defendants and the submission made by both the parties it can be adumbrated that the amount of rent and the existence of the relationship of landlord and tenant between the parties are not disputed by the defendants.

It is further submitted on behalf of the defendants that after appearance before the Court the arrears of rent for the period starting from August, 2013 to March, 2014 along with the statutory interest and the current rent for the month of December, 2021, were deposited before the Court. The defendants filed all the challans which reflect that rent was deposited before the Rent Controller since September, 2006 to July, 2013 by defendant no.1 and since April, 2014 to November, 2021 by defendant no.2. All the deposits made before the Rent Controller by the defendants were in the name of plaintiff. The defendants deposited the arrears from August, 2013 to March, 2014 before the Court on their appearance, as it reflects from the Court deposit challans. It further appears from those challans that the defendants have deposited the current rent since December, 2021 till the present day. All the Rent Control challans as well as the Court Deposit challans reflect the deposits within the statutory period. So all the deposits made by the defendants can be treated as valid.

From the challans filed by the defendants it can be seen that the defendants have deposited the admitted arrears as well as they are depositing the current rent regularly.

Accordingly, as the defendants have duly complied with the order of the Court, this Court can safely hold that the defendants are not the defaulters.

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 defendants is disposed of on contest without cost.

The defendants are 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 21-05-2025 for commissioner's report.

Typed, Corrected and Printed by me.

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

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