

**Ej. Suit No. 169 of 2022**  
**CNR No. WBPS01-000285-2022**

**Order No: 27**  
**11.09.2025**

Today is fixed for hearing of the petition under Section 7(2) of the WBPT Act, 1997 filed by the defendant, plaintiff to take inspection of the documents filed by the defendant and filing of additional written statement (if any) by the defendant.

Both sides present by filing haziras through their Ld. Advocates.

Heard. Perused.

Considered.

As canvassed by the plaintiffs in their plaint, the defendant is tenant under them at a monthly rent of Rs. 4500/- payable according to English Calendar month and he is a defaulter in payment of rent since August, 2021.

Admitting the existence of landlords/tenant relationship between the parties and the rate of rent but denying and disputing the allegation of the plaintiffs on the ground of default in payment of rent, it has been specifically stated by the defendant that he has not made any willful default in payment of rent but the plaintiffs refused to accept the same. It is stated that the defendant has deposited the rent for the months from August 2021 to June, 2022 in the account of the Mita Saha, one of the plaintiffs and entering appearance in the suit the defendant has deposited the arrear rent for the month of November, 2021 along with the statutory interest at the rate of 10% per annum in terms of the provision of section 7(1) of WBPT Act and also started to deposit the current rent month by month from July, 2022 and has deposited upto the month of June, 2025.

The defendants have filed Court deposit challan showing payment of arrears of rent for November, 2021 and from July, 2022 to July, 2025, statements of accounts of the defendant's Bank Account showing disbursement of rent for the months of August 2021 till June 2022 in the account of the Mita Saha.

In view of the above, this Court finds that the deposits made by the defendant is all valid deposits and the defendant is not defaulter in payment of rent from August, 2021 onwards as alleged by the plaintiff.

The landlord/tenants relationship in between the plaintiffs and defendants are established.

Hence, it is,

**ORDERED,**

The defendant is held not to be defaulter in payment of rent since August, 2021.

That the petition u/s 7(2) of W.B.P.T. Act, 1997 is accordingly disposed of.

The defendant is directed to keep on paying the monthly rent as already directed by this Court in terms of order passed u/s 7(1) of WBPT Act, 1997.

Fixing **15.01.2026** for framing of issues.

Dictated and corrected by me:

*Judge*

**Smt. Gladly Bomjan**  
**J.O. Code : 01039**  
**Judge, 3<sup>rd</sup> Bench,**  
**Presidency Small Cause Court ,**  
**Calcutta.**