

Ejectment Suit 133 of 2025.
[CNR No WBPS 01 000291 2025]
Before - Smt Jayashree Banerjee - Ld. Chief Judge.

06.
22/09/2025.

Today is fixed for hearing of the application u/s 7(2) of W.B.P T Act filed by the defendants dated 25-07-2025 with further direction upon the defendants to file Written statement within the prescribed period of limitation.

Plaintiff files hazira.

Defendants file affidavit in reply against the written objection in respect of application u/s 7(2) of W.B.P T Act filed by plaintiffs.

Defendants file three original Court deposit challans by phristy.

Defendants further file two separate applications , one u/s 151 praying for a direction upon the plaintiffs to serve copies of documents mentioned in the list of documents of the plaint and another petition praying for adjournment of the hearing of application u/s 7(2) of W.B.P T Act today.

Parties are present on call.

The matter is taken up for hearing.

Ld. Advocate for the defendants submitted that the petitioner is a senior citizen and could not gather all the rent receipts and money receipts and therefore time may be granted for hearing of application u/s 7(2)of W.B.P T Act. He further submitted that in spite of repeated reminders , the plaintiffs did not serve him the copies of documents annexed with the plaint, therefore, plaintiff may be directed to serve the same upon the defendants.

On the other hand, Ld. Advocate for the plaintiffs opposed both the prayers of the defendants. He submitted that only the copy of deed of conveyance by which the plaintiffs have purchased the suit property and the copy of ejectment notice which the plaintiff has relied are not annexed , which are not necessary for the preparation of Written statement by the defendants. It is only a ploy of the defendants to drag the suit. He prayed for rejection of the petition.

Heard submissions of the parties. Perused the materials on record.

This Court finds merit in the submission of the plaintiffs.

Accordingly, the petition u/s 151 of C.P Code filed by the defendants stands rejected as the defendants can also file application for discovery for which filig of Written statement will not remain shelved.

However prayer for adjournment as sought by the defendants is granted fixing 24/09/2025 hearing of the application u/s 7(2) of W.B.P T Act filed by the defendants dated 25-07-2025 with further direction upon the defendants to file Written statement within the prescribed period of limitation or else the Court shall impose cost for not filing W/S within time.

Parties are directed to come ready on the next date fixed positively .

Dictated & corrected

by me :-

Chief Judge.
J.O .Code:- WB 01049.

Misc Case 22 of 2025.

[Arising out of Ejectment Execution Case 122 of 2023]
[u/o-21 Rule-97 of C.P.C read with Section 151 of C.P Code]
[Arising out of Ejectment Suit 468 of 2013]
Before - Smt Jayashree Banerjee Ld. Chief Judge.

[Further examination in chief of Opposite Party-2 Samsad Begum is recorded on 22-09-2025 on S.A as O.P.W-2]

I am not exactly aware as to what is written in my examination in chief on affidavit but I have stated everything that had happened on the day when the bailiff had been to the decretal property and on the basis of which, my Ld. Advocate has drafted this examination in chief on affidavit which I have submitted before the Court,

Regarding the documents that I have annexed with my examination in chief, regarding the first document- this is the photocopy of my Aadhaar card.

I cannot say about the next document because I cannot read or write English, nor can I say about the third document because I can only read and write Urdu- the last document since it is in Urdu- I can say that it is a copy of

application before the Orphanage from all the tenants for issuing rent receipts and /or tenancy right from the orphanage.

Cross-examination:-

Other than ourselves, there are other tenants that of the Calcutta Muslim Orphanage .

Yes the bailiff had been to the decretal property to hand over possession to the decree-holder.

Bailiff had read over and explained the Court's order to us.

We did not vacate the decretal property because we have already purchased it from the erstwhile tenant.

Yes , we had resisted the bailiff who came to hand over the decretal property to the decree-holder.

We have purchased the property and we have every right to stay in the decretal property.

Not a fact that we have no right to stay in the decretal property. We have signed an agreement in presence of the orphanage who had agreed on the fact that we can stay in the decretal property as a tenant under the orphanage.

Not a fact that I have deposed falsely.

[closed]

Dictated & corrected

by me :-

Chief Judge.

J.O .Code:- WB 01049.