EJECTMENT SUIT NO. 249 OF 2023
C.N.R No. WBPS01-000524-2023

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- 16
DATED 14-11-2024:

Today is fixed for passing Order in respect of the petition under section 7 (2) of the W.B.P.T. Act. Defendant files hazira. One petition under Order XXII Rule 3 of the C.P.C has been filed on behalf of the intending plaintiffs along with Vokalatnama.

The petition under Order XXII Rule 3 of the C.P.C filed by the intending plaintiffs is taken up for hearing.

Heard for the intending plaintiffs as well as for the defendant in full.

Perused the record. Considered.

Perusal of the case record reveals that the petition contemplates the substitution of the name of the deceased plaintiff Srilekha Ghosh who expired on 07/10/2024, by the legal heirs as named in the petition.

The petition is well within the period of limitation. For that the petition is required to be allowed.

For that, it is

O R D E R E D

That let the name of the sole plaintiff be substituted by the name of her legal heirs as named in the petition dated 14/11/2024 by making necessary corrections in the cause title of the plaint.

Let the petition dated 14/11/2024 be treated as a part of the plaint.

D.A. to do necessary corrections and insertions.

Note in the suit register and relevant register.

The petition under order XXII Rule-3 CPC dated 14/11/2024 is thus disposed of without contest and costs.

To 08/01/2025 for passing Order.

Typed, Corrected and Printed by me.

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

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

LATER
ORDER NO- 17
DATED 14-11-2024:

Now the petition under section-7(2) of the W.B.P.T Act is taken up for passing Order.

Perused the record including the said petition, written objection thereof and the challans filed by the defendant.

Considered.

It appears from the record that the plaintiff claimed that the defendant has failed and neglected to pay rent to the plaintiff since the month of July, 2021. The defendant admitted that she is a monthly tenant under the plaintiff in respect of the suit premises on the payment of Rs.250/-, as monthly rent. But stated that the defendant has paid the rent to the plaintiff through money order up to the month of June, 2021 against proper rent receipt but the plaintiff intentionally refused to accept the rent for the month of July, 2021, for which the defendant started to deposit the rent before the office of Rent Controller since the month of July, 2021 and deposited rent therein up to the month of June, 2023. It is further stated that she also handed over the rent for the month of July and August, 2023 to the clerk of her Ld. Advocate but for some reasons the rent for those two months have not been deposited. On receipt of the summons defendant appeared in the suit and started depositing rent before the Court since the month of September, 2023. It is also stated on behalf of the defendant that she has deposited the arrears of rent for the period of July and August, 2023 before the Court as per the Order under section 7 (1) of the Act. Since then the defendant is depositing the current monthly rent on regular basis.

The plaintiff filed written objection against the petition under section-7(2) of the Act denying all the contentions of the defendant. It is stated by the plaintiff that the defendant received the summons on 05/09/2023; not on 11/10/2023. It is also alleged that the instant application was not filed within the statutory period. So this petition is not at all maintainable and is liable to be rejected.

After going through the application of the defendant, the written objection filed by the plaintiff against such petition and the challans filed by the defendant it can be adumbrated that the amount of rent is not disputed between the parties. So far as the relationship of landlord and tenant between the plaintiff and defendant is concerned, that is also admitted by the defendant. The dispute lies only on the period of the default. As per the plaintiff the defendant is a defaulter since July, 2021. The defendant appeared in the suit on 05/10/2023. After appearance of the defendant in this suit, she deposited the admitted arrears of rent for the month of July and August, 2023 and also deposited the rent for the month of September, 2023 to February, 2024 as per the Order dated 04/03/2024 passed by the Ld. Chief Judge, Presidency Small Causes Court, Calcutta, as it reflects from the challan and thereafter she is regularly depositing rent which will reflect from the Court deposit challans filed by the defendant. All the deposits are made within statutory period.

So far as the rent for the period of July, 2021 to June, 2023 is concerned the defendant filed rent control challans wherefrom it can be seen that the defendant has deposited rent before the Rent Controller since the month of June, 2021 till December, 2023. This Court is not inclined to look into the payments made before the Rent Controller for the period of July, 2023 to December, 2023 because the defendant has deposited the rent for that period before the Court as admitted arrears. But on perusal of the challans for the month of June, 2021 to June, 2023 it appears that the rent for the month of November, 2022 to January, 2023 and April, 2023 to June, 2023 were not deposited within the time specified by the statute. The date of deposits for the aforesaid months are as follows:-

- November, 2022 – 06/01/2023.
- December, 2022 – 20/02/2023.
- January, 2023 – 15/03/2023.
- April, 2023 – 05/06/2023.
- May, 2023 – 10/07/2023.
- June, 2023 – 02/08/2023.

As per section-22 of the West Bengal Premises Tenancy Act, 1997 no rent deposited before the Controller shall be considered to be a valid deposit under section-21 of the said Act unless, in the absence of any contract in writing, deposited within the last day of the month following the month for which the rent was payable. In the instant suit no written agreement of tenancy has been filed by the parties showing a different time when the rent falls due. According to the aforesaid provision the rent for the aforesaid months were to be deposited within the last day of next following month. But it was deposited beyond that period. So the deposits of rent for the month of November, 2022 to January, 2023 and April, 2023 to June, 2023 before the Rent Controller can not be treated as a valid deposits. Consequently this Court is constrained to hold that the defendant is defaulter in the payment of rent for the month of November, 2022 to January, 2023 and April, 2023 to June, 2023. The defendant shall get a chance to pay the arrears of rent for the month of November, 2022 to January, 2023 and April, 2023 to June, 2023 along with the statutory interest. The defendant is liable to pay the arrears of rent for six months at the rate of Rs.250/- along with 10% statutory interest, ie Rs.150/-, in total 1500 + 150 = 1650/-.

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 defendant is disposed of on contest without cost.

Defendant is held to be defaulter for the month of November, 2022 to January, 2023 and April, 2023 to June, 2023.

Defendant is directed to pay the arrears of rent for aforesaid months together with the statutory interest (in total Rs.1650/-) within one month from the date of passing of this Order.

The defendant is 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 date for framing of issue.

Typed, Corrected and Printed by me.

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

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J.O Code WB01174