

EJECTMENT SUIT NO. 205 OF 2015
C. N. R. NO. WBPS01-000546-2015
Before Sri Sridhar Chandra Su, Ld. Judge, 5th Bench.

ORDER NO. 48 DATED 08.04.2022

Today is fixed for passing order in respect of petition under Sec.7(2) of the W. B. P. T. Act.

Both parties have filed their respective haziras.

The record is taken up for passing order.

It is stated by the defendant, by filing the petition under Sec.7(2) of the W. B. P. T. Act, that one Apurba Bikash Mukherjee, since deceased, was a original recorded tenant at a rental of Rs.195/- p.m. payable according to English calendar month. He died intestate on 06.02.2005 and his legal heirs and representatives have become the tenants in respect of the said suit room and used to pay monthly rent upto the month of December 2004 but no rent receipt was granted. Thereafter, one of the joint landlords namely Akkari Sarkar died. The defendants requested the landlords to accept the monthly rent for the month of January 2006 on 10.02.2006 but no rent receipt was issued. Thereafter, defendants again tendered rent for the months of January 2006 to March 2009 but the landlords refused to accept the same. Thereafter, defendants were compelled to deposit rents in the office of Rent Controller, Calcutta on and from the month of April 2009 up to November 2010. thereafter, plaintiff approached the deendants for settlement and after a discussion, plaintiff requested the defendants to pay rents directly to them and reduced the rent @ Rs.170/- and accordingly, defendants stated to pay rent directed to the landlords up to April 2015 but the landlords did not issue any rent receipt. Defendant no.2 stated that they are liable to pay rent from January 2005 to March 2009 @ Rs.195/- p.m. and prayed for permission to deposit the arrear rent by easy instalments.

By filing written objection, plaintiff has stated that the application under Sec.7(2) is not maintainable in law. The said application is barred by Limitation. The said application is not affirmed by defendant no.2. There is no dispute as to relationship of landlord and tenant in between the parties. The present application is misconceived and not at all maintainable in the eye of law.

Considering the submissions of ld. Advocates for both sides, petition under Sec.7(2), written objection and the challans filed by the defendant, it appears that the defendant is a defaulter in payment of rent since December 2011 as per plaint. It further appears from the record that the defendants filed an application under Sec.7(1) of W. B. P. T. Act and the same was disposed of videe order no.03 dated 11.06.2015 with permission to the defendants to deposit the arrear rent from January 2005 to March 2009 @ Rs.170/- p.m. and current rent

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from May 2015 onwards @ Rs.170/-. It further appears from para-8 of the petition under Sec.7(2) of the Act that the rate of rent is Rs.170/- p.m. It further appears from para-6 of the written objection that the defendants are defaulter since January 2011. There is also no dispute as to relationship of landlord and tenant in between the plaintiff and the defendants.

From the above point of observation along with para-11 of the Sec.7(2) application, it is found that the defendant is liable to pay rent @ Rs.195/- p.m. On the basis of that, they calculated the arrear of rent in the said para. On the other hand, rent receipt filed by the defendants wherefrom found that the rate of rent is Rs.195/- p.m. So, all the deposits made by the defendants are bad deposits. So, the defendants are defaulter in payment of rent @ Rs.195/- p.m. since January 2011.

Accordingly, the petition under Sec.7(2) of the W. B. P. T Act is disposed of on contest with the following observation:-

That the defendants are tenant under the plaintiff in respect of the suit premises at a monthly rental of Rs.195/- p.m. payable according to English calendar month.

Defendants are defaulter in payment of rent for 134 months from January 2011 to February 2022 @ Rs.195/- p.m. amounting to Rs.26,130/- along with statutory interest @ 10% p.a.

Defendants are directed to deposit the said arrear rent of Rs.26130/- along with statutory interest @ 10% p.a. within 30 days from the date of this order.

Defendants are further directed to go on depositing the current rent month b y month within 15th day of each succeeding month.

Fix 19.05.2022 for filing challan showing compliance of this order by the defendant.

Dictated and corrected by me,

JUDGE

JUDGE
[5TH BENCH]
J.O. Code No. WB-00-620.