

Ej. Suit No. 273 of 2023
CNR No. WBPS01-000571-2023

Order No. 17
Dated 24.04.2025

Today is fixed for hearing of the petition under section 7(2) of the W.B.P.T. Act positively.

Both parties are present their respective haziras.

The petition under section 7(2) of the W.B.P.T. Act is taken up for hearing.

Heard the both sides.

The plaintiffs in his plaint has alleged that the defendant is a defaulter in payment of rent since July, 2017 @ rate of rent of Rs. 510/- per month.

Admitting the existence of landlord/tenant relationship between the parties and the rate of rent the defendant submitted that he had given the rents for the months of July, August and September, 2017 to the plaintiff but he did not issue any rent receipt on the pretext that the bill book has to be printed. When he insisted on the receipts while paying the rent for the month of October, 2017, the plaintiff refused to issue any rent receipts hence from October, 2017 he started depositing rent before the Rent Controller and has deposited till the month of July 2023.

It is further submitted that on entering appearance before the Court he started depositing the current rent from November, 2023 and has paid rent month by month upto date. He also deposited the admitted arrear rent for the months of August, 2023 to October, 2023 in terms of the provision of Section 7(1) of the WBPT Act, 1997.

On the other hand, the plaintiff on inspection of the challans and civil deposits, submitted that there are no rent receipts for the months of July, 2017 to September, 2017 and no Rent Control challans for the month of March, 2019 and Rent Control challans from the month of July, 2022 to October, 2022 and February, 2023.

The defendant on the other hand submitted that some of the challans have been missing from his possession and, as such, he will deposit the rent for those months also with the permission of the Court.

The defendant in terms of the section 7(1) of the WBPT Act have deposited the admitted arrear rent also along with the statutory interest of 10% per annum and have been depositing the current rent from November 2023 onwards. It has been submitted that he has lost some of the challans.

The landlord/tenants relationship in between the plaintiff and defendant is established and no dispute is raised regarding such fact.

Since the defendant is not able to produce the rent receipts or the challans for the months of July, 2017 to September, 2017, March, 2019 and July, 2022 to October, 2022 and February, 2023, the defendant is thus held to be defaulter in payment of rents for those months and is liable to pay the arrear rent for 09 (nine) months @ Rs. 510/- per month along with statutory interest @ 10% per annum.

Hence, it is,

O R D E R E D,

That the petition u/s 7(2) of W.B.P.T. Act, 1997 dated 13.10.2023 is hereby disposed of with a direction that the defendant is directed to deposit the arrear rent for nine months i.e. for the months of July, 2017 to September, 2017, March, 2019 and July, 2022 to October, 2022 and February, 2023, along with the statutory interest of 10% per annum within one month from the date of this order.

Defendant is further directed to go on depositing the current rent @ Rs. 510/- per month within the 15th of each succeeding month.

Fix 23.07.2025 for framing of issues.

Dictated and corrected by me:

Judge

**Smt. Glady Bomjan
(J.O. Code: 01039)
Judge, 3rd Bench
Presidency Small Cause Court,
Calcutta.**