

Ej. Suit No. 294 of 2023
CNR No. WBPS01-000608-2023

Order No: 12
06.01.2025

Today is fixed for further hearing of the petition under Section 7(2) of the WBPT Act, 1997 and filing of challans by the defendant positively.

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

Defendant has filed all the court deposit challans in support of the application U/S 7(2) through firstly and the Ld. Advocate for the plaintiff has inspected the same.

Now in presence of both sides the petition u/s 7(2) of W.B.P.T. Act is taken up for hearing.

Heard both sides.

Perused the materials on record.

Considered.

Now the record is taken up for passing order.

As canvassed by the plaintiffs in his plaint, the defendant is a tenant under him at a monthly rent of Rs. 600/- payable according to English Calendar month and he is a defaulter in payment of rent since April, 2023.

Admitting the existence of landlord/tenant relationship between the parties and the rate of rent but denying and disputing the allegation of the plaintiff 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 plaintiff refused to accept the same since March, 2023. It is specifically stated by the defendant that they have paid admitted arrear of rent from April, 2023 to October, 2023 with statutory interest in terms of the provision of section 7(1) of WBPT Act. It is further stated that from October, 2024 the defendant have been depositing the rent before this Court till date.

The defendant has filed (1) Court deposit challans from April, 2023 to October, 2023 as arrear of rent and (2) Court deposit challans from November, 2023 to October, 2024.

On perusal of the petition, the written objection and the documents filed by the defendant and also considering the version of the respective sides, this Court finds that the defendant has deposited rent for the month of April, 2023 to October, 2023 as admitted arrear of rent along with statutory interest before this Court as per the leave of this Court granted u/s 7(1) of WBPT Act and is also paying the current rent from time to time, at least till October, 2024.

Thus, the deposits made by the defendant are all valid deposits. Hence, it is clear that the defendant is not a defaulter in payment of rent from April, 2023 onwards as stated by the plaintiff.

The landlord/tenants relationship in between the plaintiff and defendants is established.

Hence, it is,

ORDERED,

The defendant is held not to be a defaulter in payment of rent since April, 2023 to October, 2024.

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 19.03.2025 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.