

EJECTMENT SUIT NO. 319 OF 2024
C. N. R. NO. WBPS01-000652 - 2024
Before Smt. A. Bhattacharya, Ld. Judge, 5th Bench.

ORDER NO. 10 DATED 18.12.2025

Both parties file hazira.

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

Ld. Advocates for both sides are present.

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

Heard ld. Advocates for both sides.

Perused the petition and the materials on record.

The record is taken up for passing order.

By filing the petition under Sec.7(2) of the W. B. P. T. Act, it is stated by the defendant that the plaintiff has filed the instant suit for recovery of khas possession of the suit premises mentioned in the plaint. Defendant made several attempts to pay the rent to the plaintiff, rents from the months of March 2023 by hand or by money order but due to the refusal on the part of the plaintiff, money could not be paid unto her. Defendant filed application under Sec.7(1) of the W. B. P. T. Act, 1997 intending to deposit before this ld. Court the arrears of rent together with interest and thereafter month by month. There is no dispute as regard to the extent of tenancy, quantum of rent, relationship of landlord-tenant or the arrears of rent. So, the defendant has prayed that on payment of all the amounts mentioned in the application under Sec.7(1) of the Act, 1997, defendant may be afforded a protection from eviction in terms of Sec.7 of the Act.

On the other hand, though no written objection is filed on behalf of the plaintiff but it is submitted by the ld. Advocate for the plaintiff that the defendant was a monthly tenant in respect of one shop on the ground floor road side of the suit premises at a monthly rental of Rs.1500/- payable according to English calendar. Defendant was habitual defaulter and defaulted in payment of rent since March 2023 till date. Defendant has also failed and neglected to pay the proportionate share of KMC occupier tax and commercial surcharge and maintenance in respect of the suit premises.

Considering the petition, submissions of ld. Advocates for both sides and the materials on record, it appears that it is the plaintiff's case that the defendant has defaulted in payment of rent in respect of the suit premises since March 2023. In the written statement, it has been averred that the defendant had always approached the plaintiff to accept rents from the month of March 2023 but the plaintiff dilly dallied the acceptance of the rents and when the plaintiff was approached, the same was refused by the plaintiff.

ORDER NO. 10 contd.

There are three issues that are required to be decided upon by the Court which are as follows:

1. Whether there is a relationship of landlord and tenant exists between the plaintiffs and defendants?
2. What is the rate of rent?
3. Calculation of the arrears of rent, if any.

These three issues are taken up together for discussion for the sake of brevity and convenience.

Heard Ld. Advocates for both sides. I have gone through the petition, written objection, documents and the case record. Considered.

On bare reading of the petition under Sec.7(2) of the W. B. P. T. Act, it appears that the defendant tendered rent from the month of March 2023 by hand or by Electronic Money Order and the same was refused.

It is admitted by the defendant in his application under Section 7(1) of the W.B.P.T Act that he had been a defaulter in payment of rent since March 2023 and as such prayed for depositing all arrears since March 2023 to December 2024 which was permitted by the Court and accordingly defendant deposited the same. The defendant filed the civil deposit challans to show that they had complied with the directions under Section 7(1) of the W.B.P.T Act and had been depositing rent till the current month in question.

Both parties admit to their relationship of landlord and tenant existing between them. Defendant also files a rent receipt dated 01.01.2023 to establish the same. The rate of rent also appears from this receipt is @ Rs. 1500/- which is also admitted by both parties.

From the discussion made above it can be inferred that the defendant has been a defaulter in respect of payment of rent from March 2023 but has deposited the admitted arrears of rent vide Order No. 03 dated 22.01.2025 and have also been paying the current rent till November 2025. Thus at this stage the defendant is not a defaulter in payment of rent.

On scrutiny of the record, it appears that the petition under Sec.7(1) of the W. B. P. T. Act was allowed by Id. Chief Judge, Presidency Small Cause Court, Calcutta vide order no.03 dated 22.01.2025 and the same was never challenged by either of the parties before any higher forum.

EJECTMENT SUIT NO. 319 OF 2024
C. N. R. NO. WBPS01-000652 - 2024
Before Smt. A. Bhattacharya, Ld. Judge, 5th Bench.

ORDER NO. 10 contd.

Hence, it is

ORDERED

that the petition under Section 7(2) of the West Bengal Premises Tenancy Act, 1997 is hereby allowed on contest but without costs.

The defendant, at this stage, is entitled for protection under Section 7(4) of the W.B.P.T Act.

Fix 06.03.2024 for framing of issues.

Dictated and corrected by me,

JUDGE

JUDGE
[5TH BENCH]