

EJECTMENT SUIT NO. 380 OF 2022
C.N.R No. WBPS01-000664-2022

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- 19
DATED 18.06.2025:

Today is fixed for filing of Commissioner's report and hearing of the petition under section-7(2) of the West Bengal Premises Tenancy Act, 1997 filed by the defendant. Both the parties file separate attendance through their respective Ld. Advocates.

The Ld. Advocate Commissioner files the report along with all connected papers.

Let the report be kept with the record.

The defendant also files the challans for the month of February, 2003 to August, 2003 and July, 2024 to January, 2025 which are kept with the record.

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

Heard both sides.

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 February, 2003. The defendant admitted that it is a monthly tenant under the plaintiff in respect of the suit premises on the payment of rent at the rate of Rs.250/- payable according to the English Calendar month which is inclusive of the proportionate share of municipal tax. The defendant further stated that four cheques were issued by the defendant for the payment of the rent for the month of February, 2003 to May, 2003. But the plaintiff, though received those cheques, but did not encash the same. Thereafter the defendant sent the rent for the month of June, 2003 to August, 2003 through Money Order but the plaintiff did not receive the same. So the defendant was compelled to deposit rent before the Rent Controller since September, 2003. After appearance in the suit the defendant has deposited the admitted arrears of rent for the month of February, 2003 to August, 2003 along with the statutory interest and also deposited the current rent since December, 2022 till date. The defendant has filed the copy of forwarding letter of the cheques along with the photocopies of the cheques, postal receipt and A/D card, all the challans and prayed for passing an Order.

The plaintiff filed written objection against the petition under section-7(2) of the Act denying all the contentions of the defendant. Accordingly the plaintiff prayed for rejection of the instant petition.

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 petition is well within the period of limitation as the defendant received the summons on 12.12.2022 and filed the instant application on 04.01.2023. The dispute lies only on the period of the default. As per the plaintiff the defendant is a defaulter since February, 2003. After appearance of the defendant in this suit, the rent from the month of February, 2003 to August, 2003 was deposited as admitted arrears of rent as it reflects from the challan and thereafter the plaintiff is regularly depositing rent which will reflect from the Court deposit challans filed by the defendant. In the mean time, i.e. since September, 2003 till November, 2022, the defendant deposited rent before the Rent Controller. The defendant filed all the Rent Control Challans. On perusal of those challans it appears that all those deposits were made in time. All the deposits before the Court are made within statutory period. So from the challans filed by the defendant it can be seen that the defendant has deposited the admitted arrears as well as it is depositing the current rent regularly.

Accordingly, as the defendant has duly complied with the order of the Court, this Court can safely hold that the defendant is not the defaulter.

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.

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No rent is due from the defendant as on this date.
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 30-07-2025 for framing of issues.

Typed, Corrected and Printed by me.

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

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