

EJECTMENT SUIT NO. 222 OF 2018  
C. N. R. NO. WBPS01-000735-2018  
Before Sri Sridhar Chandra Su, Ld. Judge, 5<sup>th</sup> Bench.

ORDER NO. 25 DATED 17.06.2022

Today is fixed for passing order of the petition under Sec.7(2) of the West Bengal Premises Tenancy Act.

Both parties have filed their respective haziras.

The record is now taken up for order.

It is submitted by the Id. Advocate for the defendant that the defendant is a monthly tenant under the landlords Srijukta Omprokas Barai and Ramesh Kuar Barai in respect o the suit premises on payment of monthly rent @ Rs.150/- payable according to English calendar month. That the defendant had been paying monthly rent althrough to the said landlords. That on refusal of the aforesaid landlords to receive rent from him, he was compelled to deposit the rent since October 2004 up to July 2018. That in the meantime, on 26.12.2015, defendant received a letter from the plaintiff that he has purchasd the premises no.4l, Radha Madhab Saha Lane, Kolkata-700007. That the defendant sent a reply to the said letter dated 26.12.2015 through reply dated January 13, 2016 asking the plaintiff to provide him copy of the Reistered Deed No.8099/2012. That the defendant is abona fide tenant in respect of the suit premises under Srijukta Omprokas Barai and Ramesh Kumar Barai as no letter of attornment was served upon them. There is no relationship of landlord and tenant between the plaintiff and the petitioner. So, he has prayed for determination of relationship between the plaintiff and the petitioner and period of default in payent of rent and arrear of rent payable by the petitioner.

Considering the submission of Id. Advocates for both sides, the petition, challans filed by the defendant and the materials on record, I find that as per plaint, the rate of rent is Rs.150/- p.m. which is undisputed and the defendant is a defaulter since 02.07.2012. It further appears from the Rent Control challans that the defendant deposited rent since July 2012 to August 2018 in the names of Omprokas Barai and Ramesh Kumar Barai. It further appears from the record that the defendant received a letter from the plaintiff on 26.12.2015 informing them about their purchase of the suit building on 02.07.2012. Annexure-A of the petition under Sec.7(2) of the Act also reveals that the said fact has been admitted by the defendant in para-4(f) in page no.4 of the written statement. Moreover, the said fact has been mentioned in the petition under Sec.7(2) of the Act. So, in my view, the plaintiff is the owner/landlord of the suit property since 02.07.2012 and the said fact of purchase was informed by the plaintiff to the defendant on 26.12.2015. So, the deposits made by the defendant in the names of the

ORDER NO. 25 contd.

erstwhile landlord before the Rent Controller after December 2015 i.e. from January 2016 till July 2018 are all invalid deposits. It further appears from the court deposit challans that the defendant has deposited rents from August 2018 to April 2022 in court.

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

The defendant is a monthly tenant under the plaintiff in respect of the suit premises at a monthly rental of Rs.150/- payable according to English calendar month.

Defendant is a defaulter in payment of rent for the period from January 2016 till July 2018.

A sum of Rs.4650/- is calculated as arrear rent @ Rs.150/- p.m. for 31 months.

Defendant is directed to deposit a sum of Rs.4650/- towards arrear rent along with statutory interest @ 10% p.a. within 30 days from the date of this order.

Defendant is also directed to go on depositing the current rent within 15<sup>th</sup> day of each succeeding month.

Fix 01.08.2022 for filing challan showing compliance of this order by the defendant and further order.

Dictated and corrected by me,

JUDGE

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

