

Ejectment Suit No.15 of 2024

WBNP18-000282-2024

Order dt. 02/09/2025

Today is fixed for passing order in respect of application of Section 7(2) of WBPT Act.

Both parties filed their respective haziras.

Let the case record be taken up for passing order

On last occasion heard both sides.

Perused the application u/s 7(2) of WBPT Act, plaint, and other materials on record.

On perusal of all these, it appears that the instant suit is filed u/s 6 of WBPT Act praying for ejectment and recovery of khas possession against the defendant / tenant on one of the grounds is defaulter in payment of rent since December, 2023 at monthly rental Rs. 430/- payable according to the English Calender month.

On entered appearance the defendant filed application u/s 7(1) and 7(2) of WBPT Act wherefrom it appears that admittedly rate of monthly rent is Rs. 390/- and admitted arrear rent is due from December, 2023 to October 2024.

Let's see the provision of Section 7(1) and 7(2) of WBPT Act once again :

Section 7(1) :-

(a) on a suit being instituted by the landlord for eviction on any of the grounds referred to in Section 6, the tenant shall, subject to the provisions of sub section (2) of this Section, pay to the landlord or deposit with the civil judge all arrears of rent, calculated at the rate at which it was last paid and up to the end of the month previous to that in which the payment is made together with interest at the rate of 10% per annum.

(b) such payment or deposit shall be made within one month of the service of summons on the tenant or, where he appears in the suit without the summons being served upon him, within one month of his appearance.

Ejectment Suit No.15 of 2024

(c) the tenant shall thereafter continue to pay to the landlord or deposit with the civil judge month by month by

the 15th of each succeeding month, a sum equivalent to the rent at that rate.

On plain reading of the clauses of Section 7(1) of WBPT Act, it is clear that whenever any suit u/s 6 of WBPT Act is filed, it is an obligation in mandatory form upon the tenant to pay or deposit admitted arrear rent at the rate at which it was last paid. But herein the defendant has to fail to furnish any document regarding payment of admitted arrear rent or current rent.

Section 7(2) :-

If in any suit referred to in sub section (1), there is any dispute as to the amount of the rent payable by the tenant, the tenant shall within the time specified in that sub section deposit with the civil judge the amount admitted by him to be due from him together with an application for determination of the rent payable. No such deposit shall be accepted unless it is accompanied by an application for determination of the rent payable. On received of the application, the civil judge shall having regard to the rate at which rent was last paid and the period for which default may have been made by the tenant make, as soon as possible within a period not exceeding one year, an order specifying the amount if any, due from the tenant and thereupon the tenant shall within one month of the date of such order, pay to the landlord the amount so specified in the order.

Provided that having regard to the circumstances of the case, an extension of time may be granted by the civil judge only once and the period of such extension shall not exceed two months.

Ejectment Suit No.15 of 2024

From the words used by legislature in Section 7(2) of WBPT Act, it appears that this section deals with dispute regarding rate of rent and arrear of rent, and it will come into play only after compliance of the conditions of Section 7(1) of WBPT Act imposed upon the tenant. The defendant neither annexed any civil deposit challan nor annexed any rent receipts regarding payment of admitted arrear rent.

In view of present scenario, one judgment delivered in **Debasish Roy Vs. Bipul Kumar Roy** reported in **2024 (3) CHN (Cal.) 171** seems very relevant in the suit in hand. In the said judgment the Hon'ble Court held that...

“Moreover the law is well settled that without compliance of Section 7(1), Section 7(2) would not come into operation. The tenant was required to deposit the admitted arrear rent within a month from received of summons calculated at the rate at which it was last paid and up to the end of the month previous to that in which the payment was made, together with interest at the rate of 10% per annum. Thereafter, the tenant was required to continue to pay the landlord or deposit with the civil judge month by month within 15th of every succeeding month, a sum equivalent to the rent at that rate ”.

In the said judgment the Hon'ble Court followed the judgment passed by Hon'ble Apex Court in **Bijoy Kumar Singh Vs. Amit Kumar Chamaria** reported in **(2019) 10 SCC 660**.

In view of the above discussion and recent view of the Hon'ble Court, this Court is bound to hold that the application u/s 7(2) of WBPT Act is not maintainable due to non compliance of mandate of Section 7(1) of WBPT Act.

It is pertinent to mention herein that Section 7(3) of WBPT Act provides the consequence for non compliance of mandate of Section 7(1) & (2) of WBPT Act i.e. striking of the

Ejectment Suit No.15 of 2024

defence against the delivery of possession and to proceed with the hearing of the suit. The provision of Section 7(3) of WBPT Act will come into operation automatically as soon as the tenant has failed to comply the provision of Section 7(1) & (2) of WBPT Act.

Hence,

O R D E R E D

that the application under Section 7(2) of WBPT Act is hereby considered and rejected on contest as being not maintainable.

Consequently, the defence against the delivery of possession of the defendant is struck out under section 7(3) of WBPT Act.

To 19/12/2025 for filing W.S. if any, but in only on law point.

D/C by me

Civil Judge (Jr. Divn.)
Bidhannagar, North 24 Parganas.
J.O. Code : WB 01155