

Order No. 11

Dated : 06.05.2026

Hazira on behalf of the plaintiff is filed.

Today is fixed for ex-parte argument on the suit.

Heard the arguments of Learned Counsel for the plaintiff.

Now the record is taken up for passing ex-parte order.

The plaintiff's case, in brief, is that the suit property — a commercial premises measuring 500 sq. ft. pucca roof-shaded building standing over Dag No. 2883 under Mouza Hijalpukuria, J.L. No. 80, P.S. Habra, on the ground floor under Ward No. 9, within Habra Municipality, North 24 Parganas — more fully described in the 'A' schedule of the plaint, originally belonged to one Sanatan Biswas. He died on 11.07.2001 leaving behind a registered Will dated 24.01.2001, appointing his son Debasish Biswas (husband of the plaintiff) as the executor and beneficiary. During the pendency of the probate application filed by Debasish Biswas, he passed away intestate on 25.11.2014. Thereafter, the plaintiff, Swarupa Biswas, being his sole legal heir, applied for Letters of Administration with the Will annexed, which is stated to be pending adjudication in the court of the Ld. 1st ADJ, Barasat.

The plaintiff claims that after the death of Debasish Biswas, she became the landlady and continued to collect rent from the defendant. The defendant paid rent at the rate of Rs. 200/- per month up to Falgun 1424 B.S. The plaintiff thereafter filed an application under Section 17 of the West Bengal Tenancy Act, 1997 before the Ld. Rent Controller, Barasat, for fair rent fixation. In Fair Rent Case No. 34 of 2018, the BDO and Industrial Development Officer conducted an enquiry and submitted that prevailing market rent in the area was Rs. 40/- to Rs. 60/- per sq. ft. However, the Ld. Rent Controller, by order dated 28.04.2022, fixed the rent at a meager Rs. 800/- per month with effect from August 2018, along with 10% maintenance charges and 5% enhancement every three years.

It is further alleged that the defendant failed to pay rent from Chaitra 1424 B.S. onwards and has been a habitual defaulter. Additionally, the defendant is alleged to have tried to alter the nature of the suit property and attempted to create third-party interest. Hence, this suit.

The defendant appeared to contest the suit but later on he stopped taking steps so the suit was fixed ex parte against him vide order no. 3 dated 04.08.2023.

The plaintiff namely **Swarupa Biswas** examined herself as P.W. 1. The following documents are marked as exhibits:

1. These are the certified copies of documents filed in T. S. 230 of 2024 marked as **Exhibit – 1 collectively**.
2. This is the original rent receipt marked as **Exhibit – 2**.
3. This is the certified copy of order in connection with FR 34 of 2018 marked as **Exhibit – 3**.
4. This is the original notice to quit along with postal receipt and track report marked as **Exhibit – 4 series**.

Perused the plaint, the deposition and the Exhibited documents.

It transpires that the plaintiff has sufficiently established her status as the landlady of the

suit premises. The relationship of landlord and tenant between the plaintiff and the defendant stands proved through both oral testimony and documentary evidence, particularly the rent receipt marked as Exhibit-2. It has also been clearly demonstrated that the defendant has failed to pay rent from Chaitra 1424 B.S. onwards, thereby making him a habitual defaulter within the meaning of the applicable tenancy laws. Furthermore, the plaintiff has adduced adequate and credible evidence to show that a proper notice to quit was duly served upon the defendant, as evidenced by the documents marked as Exhibit-4 series. Thus taking on account the unchallenged documentary as well as oral evidence, it can be said that the plaintiff has been able to establish her title and possession over the suit property. In the conclusion, it can be said that taking on account the present facts and circumstances of the case and in the light of relevant evidence of record, I am of the view that the plaintiff has been able to establish her case before this Court and accordingly, she is entitled to get the decree prayed for by her.

Considering the above discussion, I think that the suit succeeds.

C.F. paid is correct.

Hence, it is,

ORDERED

that the suit be and the same is decreed ex-parte.

The plaintiff do hereby get a decree for recovery of khas possession after evicting the defendant.

The defendant is hereby directed to pay a sum of Rs 46,470/- along with interest @ 18% per annum till the date of realization to the plaintiff within a period of 60 days from the date of this Order.

The plaintiff also gets a decree of permanent injunction by which the defendant is restrained from changing the nature and character of the suit property or transferring the suit property in favour of any third person. The defendant is hereby directed to vacate the suit schedule property within a period of 60 days from the date of this Order in favour of the plaintiff in default of which the plaintiff may take recourse to law. The plaintiff is to bear his own cost.

Plaintiff do get a decree of mesne profit at the rate of Rs. 500/- per day on and from 1st day of September, 2022, till the date of delivery of possession of the suit property of the plaint to the plaintiff on payment of proper court fees and the amount of which shall be determined finally in a separate inquiry proceeding u/o. 20 rule 12 CPC.

Be made it further mentioned that in view of the provision of order 20 rule 12(2) of the C.P.C., the final decree in respect of the mesne profit shall be passed in accordance with the result of such inquiry.

No order as to other reliefs.

Thus, the suit is disposed off.

Note in the Register.

D/C by me