

IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION

GA/4/2026
IN
CS/68/2025
RADHIKA KEJRIWAL
VS
SHYAM SUNDAR MODI AND ORS.

BEFORE:

The Hon'ble JUSTICE ARINDAM MUKHERJEE

Date: 16th February, 2026.

APPEARANCE:

Mr. Rajeev Kumar Jain, Adv.

Mr. Kunal Shaw, Adv.

Ms. Yamini Mahawar, Adv.

For plaintiff

Mr. M.S. Tiwari, Adv.

Ms. Soumili Paul, Adv.

For defendants

Mr. Arindam Chandra, Adv.

Mr. Atish Ghosh, Adv.

Ms. Neha Gupta, Adv.

For Indus Towers Pvt. Ltd.

THE COURT: On behalf of Indus Towers Private Limited (in short Indus), it is submitted by Mr. Arindam Chandra, learned advocate that his client is agreeable to split the monthly rent into four equal shares and directly remit 1/4th thereof to the plaintiff. An electronic mail dated 13th February, 2026 is placed before the Court with copies to the plaintiff and the defendants by Indus. It appears from the said break up that the monthly rent between August 2023 and March 2024 was Rs. 24,840/-. This amount has increased in terms of the agreement to Rs.28,566/- on and from April 2024.

It is the case of Indus that they have paid the rent up to July 2023 at the

applicable rate from time to time by crediting the dedicated account. The arrears are on and from August 2023. The total computation made for 31 months for which the rent outstanding is Rs.8,55,738/-. The 1/4th share of the present rent of Rs.8,55,738/- as per the computation comes to Rs.2,13,934.50.

On behalf of the plaintiff, it is submitted that the father died on 12th April, 2024. The mother of the plaintiff and the defendants died on 1st August, 2019. The monthly rent, according to the plaintiff, was collected by the mother during her lifetime. The father collected the rent after the demise of the mother on 1st August, 2019. The plaintiff, therefore, say that any share in the amount of rent collected between 1st August, 2019 till the death of her father on 12th April, 2024 had not been given to the plaintiff. After the death of the father no share of rent has been paid to the plaintiff.

On behalf of defendants, it is submitted that till the father was alive, the father was on the helm of affairs and had collected the rent. The defendants, therefore, cannot be saddled with any liability on account of any rent paid after 1st August, 2019 and 12th April, 2024. The plaintiff cannot reopen this issue.

Be that as it may, for the time being, the arrears of 31 months aggregating to Rs.8,55,738/- is directed to be divided into four equal shares. The 1/4th share of the said sum of Rs.8,55,738/- being Rs.2,13,934.50/- shall be directly paid by Indus to the plaintiff by 10th March, 2026. On that date the Indus shall also pay to the plaintiff a sum of Rs.7,141.50 on account of the 1/4th share of rent for the month of March 2026. Indus shall till its tenancy continues go on paying rent 1/4th share of the applicable monthly rent directly

to the plaintiff.

So far as the payments to the defendants are concerned, if the defendants approach the Indus with requisite documents as necessary, Indus may release 3/4th share of the arrears of 31 months as stated hereinabove as also 3/4th share of the monthly rent payable from time to time to the defendants.

All payments to be made by Indus on account of arrears of current rent shall be after deduction of TDS. The TDS amount deducted on account of the plaintiff shall be duly credited in her income-tax assessment record by Indus.

Let this matter appear in the list on 12th March, 2026.

(ARINDAM MUKHERJEE, J.)

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