

ORDER SHEET

IN THE HIGH COURT AT CALCUTTA
COMMERCIAL DIVISION
ORIGINAL SIDE

CS-COM/793/2024
IA No. GA-COM/3/2025

THE ROMAN CATHOLIC ARCHDIOCESE OF CALCUTTA AND ORS
-VS-
CREATIVE CONSULTANTS

BEFORE:
The Hon'ble JUSTICE KRISHNA RAO
Date : August 25, 2025.

Appearance:
Mr. R. Karnani, Adv.
Mr. S. Baid, Adv.
...for the plaintiffs

Ms. Somoshree Saha, Adv.
...for the defendant

1. The plaintiffs have filed the present application being GA-COM/3/2025 praying for an order directing the defendant to pay the admitted current rental amount of Rs.12,48,500/- for the 2nd and 3rd floor of the suit premises for the period between September 2020 till June, 2021 and thereafter, further occupational charges.
2. Counsel for the plaintiffs brought to the notice of this Court to the Deed of Lease entered between the plaintiffs and defendant dated 1st April, 2010 wherein in Clause 4 it is agreed between the parties that the lessee shall pay to the lessor without any demur of Rs.30/- per square fit i.e. Rs.1,36,200/- per month calculated at the rate only in respect of the entire 2nd and 3rd floor of the premises in question. The defendant has filed affidavit in opposition wherein the defendant has agreed that the monthly rent of 2nd floor is

Rs.68,100/- and the monthly rent of 3rd floor is Rs.56,750/- in total Rs.1,24,850/- being the last paid rent. It is also admitted that the defendant has last paid the monthly rent in the month of August 2020 and since September 2020 the arrears is pending with regard to both the floors.

3. Learned Counsel for the defendant submits that though the monthly rent is Rs.1,24,850/- with regard to the both floors but the defendant has taken out a counter claim claiming that Rs.1,24,850/- includes the Municipal Tax and the plaintiff collected an extra amount of Rs.24,94,398/- from the defendant, thus, amount of Rs.24,94,398/- is to be deducted from the total arrears of rent of Rs.74,91,000/- and the defendant is only liable to pay Rs.49,96,602/- from September, 2020 till the August, 2025.
4. The plaintiffs have relied upon the agreement entered between the parties wherein the monthly rent of both floors are fixed at Rs.1,36,200/- but the defendant is paying only Rs.1,24,850/- which is last paid rent and without prejudice to the rights and contentions, the plaintiff is ready to accept the said rent for the present.
5. The plaintiffs have also brought to the notice of this Court under Clause 7 of the said lease deed wherein it is mentioned that the lessee shall be paying Municipal Taxes and/or any other rates and taxes as would be levied by the concerned authority/authorities from time to time in respect of the premises in question. By referring to the said Clause, learned Counsel for the plaintiffs submits that that KMC tax is not included in the monthly rent and the defendant

has to pay the monthly rent in excess to the agreed monthly rent between the parties.

6. Learned Counsel for the defendant, on instruction, further submits that if this Court will pass an order for paying the arrears monthly rent at the rate of Rs.1,24,850/- from the month of September, 2020 till month of August, 2025 and further to continue to pay the monthly occupational charges of the said premises, the defendant may be allowed to pay the arrears in twenty installments.
7. Heard learned Counsel for the respective parties. Perused the materials on record.
8. This Court finds that though as per the agreement the monthly rent is Rs.1,36,200/- but the defendant has paid the last monthly rent for both the floors at the rate of Rs.1,24,850/-. The defendant has also admitted the said amount and also admitted that since the month of September, 2020, the defendant has not paid the arrears of monthly rent.
9. Accordingly, the defendant is directed to pay the arrears of monthly rent at the rate of Rs.1,24,850/- from the month of September, 2020 till the month of August, 2025 in twelve installments and the defendant is also directed to pay the occupational charges at the rate of Rs.1,24,850/- per month of both the floors without prejudice to the rights and contentions of the parties till the disposal of the suit.
10. In view of the above directions, prayers (a) and (b) of the instant application are allowed.

11. As regard the other prayers, the same will be decided after exchange of affidavit.
12. The defendant has filed affidavit in opposition in connection with GA-COM/3/2025 after serving the copy to the learned Counsel for the plaintiff.
13. Counsel for the plaintiff prays for time to file affidavit in reply. Let affidavit in reply be filed within four weeks.
14. List this matter on 6th November, 2025.
15. It is made clear that if the defendant fails to pay the said arrears of monthly rent and current occupational charges as directed above, the defendant shall be liable to pay interest at the rate of 12% per annum.

(KRISHNA RAO, J.)