

11.01.2021
(S/L-06)
Ct.-18
(Susanta)

C.O. 39 of 2021

Kiron Devi
-Vs-
Ganesh Chowdhury & Ors.

Mr. Krishna Das Poddar,
..... For the Petitioner.

The defendant in a suit for ejectment is the petitioner of the instant revisional application under Article 227 of the Constitution of India.

The learned Trial Judge by the order no. 4 dated December 13, 2018 permitted the defendant/petitioner to deposit the admitted arrear rent calculated at the rate at which it was last paid along with interest @ 10 per cent per annum.

The petitioner on April 9, 2019 filed an application under Section 151 of the Code of Civil Procedure praying extension of time to deposit the said rent on the ground that due to her illness the arrear rent in terms of the order no. 4 dated December 13, 2018 could not be deposited.

The learned Trial Judge by the order impugned being order no. 9 dated September 12, 2019 has dismissed the said application holding that the Court has no power to extend time to deposit the admitted arrear rent beyond period prescribed under Section

7(1) of the West Bengal Premises Tenancy Act, 1997 (hereinafter referred to as “the said Act”).

Mr. Poddar, learned advocate appearing on behalf of the petitioner contends that so long the dispute regarding relationship of landlord and tenant between the plaintiff and the defendant is decided in the application under Section 7(2) of the said Act the petitioner has no obligation to comply with the order under Section 7(1) of the said Act as the non-compliance of the said order has no consequence.

I am not impressed by such submission of Mr. Poddar inasmuch as the effect of non-compliance of the said order under Section 7(1) is not under consideration in the present revisional application.

The learned Trial Judge has rightly held that there is no scope to enlarge the time to enable the petitioner to deposit the arrear rent assessed under Section 7(1) of the said Act.

C.O. 39 of 2021 is dismissed. No order as to costs.

Urgent photostat certified copy of this order, if applied for, be supplied to the parties subject to compliance with all requisite formalities.

(Biswajit Basu, J.)