

(18)
14.01.2021
(p.jana)

**IN THE HIGH COURT AT CALCUTTA
CIVIL REVISIONAL JURISDICTION**

(Via Video Conference)

CO 1054 of 2020

**Smt. Sujata Danda (Phillips)
-versus-
Sri Ajit Kumar Pandit & ors.**

Mr. Animesh Paul,
Ms. Fatima Hassan, ... for the petitioner.

Mr. Abhijit Roy, ... for the opposite party.

This revisional application under Article 227 of the Constitution of India is at the instance of the defendant in a suit for ejectment and is directed against the order no. 54 dated February 15, 2020 passed by the Learned Judge, 2nd Bench, Presidency Small Causes Court at Calcutta in Ejectment Suit No. 403 of 2013.

The petitioner is the defendant of the said suit. The petitioner filed an application under Section 7(2) of the West Bengal Premises Tenancy Act, 1997 (hereinafter referred to as the said Act, in short) inviting the Learned Trial Judge to decide the arrear rent, if any, payable.

The petitioner in the said application raised a dispute with regard to the rate of rent. The petitioner claims that the rate of rent is Rs. 800/- per month not Rs. 1500/- per month as alleged by the plaintiffs.

The learned advocate for the petitioner submits that there is nothing on record to show enhancement of rent from Rs. 800/- per month to Rs. 1500/- per month, therefore, the learned Trial Judge should not have discarded the rent receipt produced by the petitioner for the month of September 2002, the last rent paid @ Rs. 800/- per month. He further submits that signature appearing in the counterfoil of the rent receipt for the month of October 2002 is not the signature of the petitioner.

The learned advocate for the opposite parties contends that it is the consistent case of the plaintiffs/opposite parties that the rate of rent is Rs. 1500/- per month, the opposite parties had no occasion to assert enhancement of rent.

Heard learned counsel for the parties, perused the materials on record.

The plaintiffs/opposite parties in the plaint have categorically stated that the rate of rent Rs. 1500/- per month payable according to English calendar month, therefore, the submission of learned counsel for the defendant/petitioner regarding enhancement of rent does not appeal to me as such rejected.

The learned Trial Judge after comparing the signature of the petitioner appearing in the rent control challan marked as Exhibit 3 in the said proceeding with the signature of the petitioner appearing in the counterfoil of the rent receipt for the month of October 2002 marked as Exhibit 1 in the said proceeding has come to a finding that both the signatures are similar.

The learned Trial Judge upon appreciation of the aforementioned evidences has held that the rate of rent is Rs. 1500/- per month and the petitioner is defaulter in payment of rent since November 2002.

This Court in exercise of the jurisdiction under Article 227 of the Constitution of India is not inclined to re-appreciate the said evidence to hold contrary.

For the aforesaid reasons CO 1054 of 2020 fails.

There shall be no order as to costs.

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

(Biswajit Basu, J.)