

04.01.2021
Sl. No.5
srm

C.O. No. 1605 of 2020

**Mani Textiles, A Proprietorship Concern represented
by its Proprietor – Smt. Chaitali Dey
Vs.
Sri Rajeeb Saha & Anr.**

Mr. Susenjit Banik,
Mr. Aniruddha Mitra

...for the Petitioner.

Mr. Soham Kumar Roy

...for the Opposite Parties.

This revisional application is directed against an order dated November 24, 2020 passed by the learned Additional District Judge, 1st Court at Sealdah, District-24-Parganas (South) in Miscellaneous Appeal No.29 of 2020 arising out of the Title Suit No.141 of 2020.

The petitioner is aggrieved by a portion of the aforesaid order by which the learned lower appellate Court directed the petitioner to pay the arrear rent amounting to Rs.3 lakh in three equal monthly instalments. The learned lower appellate court also directed the current rent at the rate of Rs.60,000/- per month should be paid within 7th day of every succeeding month commencing from November, 2020, in default, the ad interim order of injunction would stand automatically vacated.

The learned Advocate for the petitioner submits that the learned lower appellate court ought to have allowed easier

instalments in view of the fact that the business was closed down for a considerable period and the petitioner being a proprietor of a small scale industry would not be able to mobilise the funds during the entire lockdown that was prevailing all over the State.

Learned Advocate for the opposite parties/landlords submits that the petitioner could not continue in possession as a tenant and enjoy the ad interim order of injunction without paying any rent. He submits that even the current rent was not regularly paid. He further submits that the small scale industries have been sufficiently protected by the policies of the Government with regard to the loans for operation thereof.

Heard the learned Advocates for the respective parties.

Admittedly, the petitioner had filed the suit for declaration of tenancy. It is an admitted position that rent from June 1, 2020 to October 31, 2020 is due and payable as arrear rent. If the petitioner claims protection as a tenant, the petitioner is required to pay the rent in order to enjoy the ad interim order of injunction. Thus, I do not find any illegality in the order dated November 24, 2020. However, for the ends of justice and to give a breathing time to the petitioner in the pandemic situation, the order dated November 24, 2020 is modified to the extent that a sum of Rs.1 lakh is to be paid by

January 28, 2021 in the same manner as the current rent is being paid. The remaining Rs.2 lakh shall be paid in five equal monthly instalments from the month of March 2021 along with the current rent payable. In case of default to pay any of the instalments or the current rent the interim order shall stand automatically vacated.

This Court has not gone into the merits of the case. The contentions of the defendants will be decided independently at the time of hearing of the injunction application without being influenced by any observation made hereinabove.

This revisional application is, thus, disposed of.

There will be, however, no order as to costs.

Urgent photostat certified copy of this order, if applied for, be given to the parties on priority basis.

(Shampa Sarkar, J.)