

07.11.2022
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Ct. no. 652
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C.O. 2243 of 2021

Basanta Kumar Mondal
Vs.
Rupam Basu

Mr. Arif Ali
Mr. Md. Faizau Yakub for the Petitioner

Mr. Suman Sankar Chatterjee
Mr. Pijush Kanti Ghosal
Mr. S. Patra for the opposite party

Being aggrieved and dissatisfied with the order dated 15.2.2021 passed by the learned Civil Judge, (Senior Division), 7th Court, Alipore in Ejectment suit no. 2647 of 2014, the present revisional application has been preferred.

The plaintiff instituted aforesaid suit for eviction and for recovery of possession in respect of schedule-mentioned suit property to the plaintiff. The opposite party/defendant entered appearance in that suit and thereafter filed an application under Section 7(1) and 7(2) of the West Bengal Premises Tenancy Act, 1997 and the said application was disposed of on 23.4.2018 with a direction upon the defendant to deposit rent month by month. The opposite party failed and neglected to deposit the rent for the months of April, 2020 to June, 2020 in time. From June, 2020 the court below started

functioning after pandemic and the defendant tenant started depositing the rent from July, 2020 at a belated stage. On 02.12.2020, the defendant/opposite party filed an application under Section 151 of the Code, praying for an order granting permission to defendant/opposite party to deposit arrear rent for said three months in three equal instalments without having any explanation whatsoever as to why the defendant/opposite party failed to deposit the arrear rent.

Learned advocate for the petitioner submits that there is no scope to deposit the arrear rent beyond the specified period under the provision of the West Bengal Premises Tenancy Act, 1997. By the impugned order, the learned trial court erred in allowing the defendant/opposite party's said application under Section 151 of the Code, by allowing the defendant to pay monthly arrear rent for the period from April, 2020 to June, 2020 within 60 days from the date passing of the order.

Learned advocate for the petitioner further submits that the defendant tenant had filed the said application under Section 151 of the Code, without giving any explanation for delay and under the provision of Section 7(1)(c) of the Act of 1997, there is no scope to deposit the arrear rent beyond the stipulated period. Practically the defendant has flouted the order of the trial court by not depositing the rent for the months of April, 2020 to

June, 2020 and it should not be dealt with in a lenient manner as the aforesaid non-compliance of the order has given rise to the petitioner herein for filing an application under Section 7(3) of the said Act for striking out the defence against delivery of possession.

Learned advocate for the opposite party submits that from the application under Section 151 of the Code itself, it is clear that due to covid pandemic situation, the whole country was under lockdown from 23rd March, 2020 and for which he could not deposit the rent for the month of April, 2020 to June, 2020 in time. Opposite party has also sought for permission to deposit the arrear rent along with current monthly rent in three monthly instalments. Learned court below by the impugned order was pleased to allow his prayer for deposit of the arrear rent within a period of 60 days and the opposite party/defendant contended that they have complied the said order and deposited the said arrear rent for three months on 7.4.2020.

In the present case the only allegation is that the tenant had not deposited the rent for the month of April, 2020 to June, 2020 within the statutory period. Admittedly the Covid Pandemic situation had struck the entire country during that period. Learned trial court after taking into consideration observed that situation for the said period was out of control of an individual and the default in payment of rent made during the said

period is to be considered in a lenient manner and he also considered the unforeseen and uncontrolled situation which everyone had to face during the said period. Considering that aspect of the matter, court below extended the period of deposit of rent for the said three months within 60 days from the date of the order.

In Re: cognizance for extension of Limitation, Suo Moto Writ (Civil) No. 3 of 2020, the Hon'ble Supreme Court, due to the outbreak of Covid-19 global Pandemic, in March 2020 took Suo Moto cognizance of the difficulties that might be faced by litigants in filing petitioners, applications, suits, appeals and another proceedings within the period of limitation prescribed by the general law or any special law. On 23rd March, 2020 the Apex Court directed extension of the period of limitation in all proceedings before the courts and tribunal including the supreme Court with effect from 15th March, 2020, till further order. Taking analogy of the order passed by Apex Court in the said case, and considering prevailing circumstances, I find nothing to interfere with the ultimate finding of the Trial Court.

Accordingly, C.O. 2243 of 2021 is dismissed.

Urgent photostat certified copy of this order, duly applied for, be given to the parties upon compliance of all requisite formalities.

(Ajoy Kumar Mukherjee, J.)