

25.08.2023
Sl. No.4(DL)
srm

C.O. No. 2228 of 2023
Md. Salauddin Rangrez
Versus
Sk. Daud & Anr.

Mr. Tarak Nath Halder
...for the Petitioner.

Mr. Samrat Chowdhury,
Mr. Ahsan Ahmed
...for the Opposite Parties.

In this revisional application, the petitioner has challenged the orders dated July 30, 2022 and November 14, 2022. The petitioner is the tenant/defendant in Ejectment Suit No.14 of 2017, which is pending before the learned Civil Judge (Junior Division), 1st Court at Sealdah, South 24-Parganas.

By the order dated July 30, 2022, the petitioner's application under Section 7(2) of the West Bengal Premises Tenancy Act, 1997 (hereinafter referred to as the said Act) was disposed of. The learned court below upon consideration of the entire issue and evidence came to the conclusion that the petitioner was a defaulter in making payment of rent from November, 2014 to May, 2017. It was further recorded that as per clause 2 of the tenancy agreement, the remaining amount of the security deposit of Rs.82,600/- (Rs.2,50,000/-—

Rs.1,67,400/-) shall be adjusted against the arrear rent to be calculated as follows.

The calculation provided by the learned court below is quoted below:

“(A) The defendant/petitioner is liable to pay a sum of Rs.3100 for the months of November 2014 to May 2017, i.e., for 31 months.

Thus, arrear amount of rent is $\text{Rs.}3100 \times 31 = \text{Rs.}96,100$

However, as per Section 7(1) of the WBPT Act, 1997, the payment has to be made along with an interest of ten per cent ‘per annum’. Thus, the amount of interest on Rs.96,100 for 93 months (November 2014 to July, 2022) would be:

$(10 \times 93 \times 96,100)/(100 \times 12) = \text{Rs.}74,478/-$.

(B) Hence, in view of the above detailed calculation, the total arrear rent amount, along with interest payable by the defendant-tenant will be:

Rs.96,100 + Rs.74,478 = Rs.1,70,578/-.

Now, after deduction of the remaining security deposit-cum-advance money, the total amount payable by the defendant will be:

Rs.1,70,578 – Rs.82,600 = Rs.82,978”

It appears that although the learned court below directed that Rs.82,600/- shall be adjusted with the arrear rent, the learned court calculated the interest without adjusting Rs.82,600/-. Moreover, interest @10% on the entire arrear was directed to be paid instead of calculation of the interest @10% per annum.

According to Mr. Halder, learned Advocate for the petitioner, the calculation suffers from several irregularities.

First and foremost, the interest on Rs.82,600/- could not be calculated, as the learned court had directed that the said amount should be adjusted. Secondly, the compound interest could not have been imposed.

Mr. Halder has submitted that in order to avoid eviction the direction of the court was complied with and the entire amount of Rs.82,978/- was deposited by way of abundant caution.

The petitioner has now filed a calculation sheet which is at page 27 of the revisional application which indicates that Rs.15,050/- would be payable on account of arrears.

Mr. Choudhury, learned Advocate appearing on behalf of the plaintiffs/landlords submits that the calculation appears to be in order.

Hence, the revisional is disposed of by holding that the petitioner was liable to pay Rs.15,050/- as arrear rent which includes the statutory interest in terms of the provision of Section 7(2) of the said Act. Hence, whatever amount may have been paid over and above Rs.15,050/- shall be refunded. The petitioner shall file an application giving the calculation of the amount to be refunded. The court shall allow such application.

The revisional application is, thus, disposed of.

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

Parties are to act on the basis of the server copy of this order.

(Shampa Sarkar, J.)