

29.04.2024
Ct. No. 19
Sl. No.30
Cp

C.O. No. 396 of 2024

Manjira Mitter
Vs.
Onkerjit Singh Rekhi & anr.

Mr. Dyutiman Banerjee
Mr. vishal Mallik
... for the Petitioner.

Mr. Saurav Bose
...for the Opposite Parties.

I do not find any reason to interfere with the order
impugned.

By an application under Section 151 of the Code of Civil
Procedure the petitioner wanted the court to frame an issue
as hereunder:-

“whether the tenancy of the (sic) has been
extinguish (sic extinguished) after five years from
the death of his predecessors (Sardar Sarmukh
Singh Rakhi & Sardarni Harjinder Kaur) and from
18/09/2011, the present Defendant will be treated
as trespasser in view of Sec.2(g) of W.B.P.T.
Act.1997.”

The learned court was of the view that an issue as to
whether a landlord tenant relationship existed between the
plaintiff and the defendant had been framed. Therefore, the
question whether the defendant would be a tenant or a
trespasser upon incorporation of Section 2(g) of the West
Bengal Premises Tenancy Act, 1997 (hereinafter referred to as
“the said Act”), would also cover the issue relating to the
relationship of landlord and tenant. The court had

specifically held that the parties could lead evidence and argue on the issue already framed including the issue as to whether Section 2(g) would come into play under the facts and circumstances pleaded, by amending the plaint.

The court had categorically held that while deciding the landlord and tenant relationship the status of the tenant vis-à-vis the landlord would also be decided. The parties have been allowed to lead evidence and advance arguments on the issue of applicability of the Section 2(g) of the said Act.

In my view, the reasoning is correct. The issue of relationship between the landlord and tenant has a wider connotation and all disputes with regard to the relationship and status of the parties prior to the incorporation of the ground of Section 2(g) of the said Act and subsequent thereto would be covered by such issue.

The revisional application is accordingly disposed of. There shall be no order as to costs.

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

(Shampa Sarkar, J.)