

27.08.2024
(D/L-09)
Ct.-19
(Susanta)

IN THE HIGH COURT AT CALCUTTA
CIVIL REVISIONAL JURISDICTION

C.O. 2984 of 2024

Sri Shyam Bihari Choudhury @
Shyam Bihari Agarwal

-Vs-

Sri Chandi Charan Dutta

Ms. Smita Pal, ... For the Petitioner.

Mr. Parashar Baidya,

Mr. S. Mondal, For the Opposite Party.

The defendant in a suit for eviction under Section 6 of the West Bengal Premises Tenancy Act, 1997 (hereinafter referred to as “the said Act of 1997” in short) is the petitioner of the instant revisional application under Article 227 of the Constitution of India which is directed against order dated July 09, 2024 passed by the 2nd Court of learned Civil Judge (Junior Division), Serampore, District: Hooghly in the said suit being Title Suit No. 525 of 2019.

The learned Trial Judge by the order impugned, has disposed of an application under Section 7(2) of the said Act of 1997, holding that the defendant has defaulted in payment of rent for the period from July 2016 to December 2019 and has directed deposit of the said assessed arrear rent along with 10% interest thereon within a period of sixty days from the date of the said order.

It appears from the record that the defendant in his application under Section 7(2) of the said Act of 1997 had raised two disputes i.e., regarding the existence of

the relationship of landlord and tenant between the parties and the alleged period of default in payment of rent.

The defendant since had deposited the rent for the period from January 2022 to July 2024 in the Bank account of the plaintiff the learned Trial Judge has held that the relationship of landlord and tenant does exist between the plaintiff and the defendant is not the defaulter for the said period.

The learned Trial Judge has further held that the plaintiff is entitled to arrear rent from the date of his purchase of the suit property and i.e. for the period from July 2016 to December 2019 and the defendant is defaulter in payment of rent for the said period as no document was brought on record in support of the claim of payment of rent for the said period.

The learned advocate for the petitioner submits that the plaintiff had jointly purchased the suit property with one Sri Tapas Kumar Mukhopadhyay, who however transferred his share in the suit property subsequently to the plaintiff, therefore, the plaintiff alone is not entitled to receive the entire arrear rent.

Heard learned advocate for the petitioner and perused the materials-on-record.

The defendant has failed to substantiate payment of rent for the period for which he has been adjudged to be a defaulter and in view of inclusive definition of 'landlord' under Section 2(c) of the said Act of 1997, the argument of the learned advocate does not appeal to me.

The order impugned for the aforesaid reason does not call for any interference, C.O. 2984 of 2024 is therefore dismissed without any order as to costs.

The time to deposit the assessed arrear rent however is extended for further period of 30 days from date.

Parties to act on the server copy of this order duly downloaded from the official website of this Court.

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

(Biswajit Basu, J.)