

Form No.J(2)

**IN THE HIGH COURT AT CALCUTTA
CIVIL REVISIONAL JURISDICTION
APPELLATE SIDE**

Present :

The Hon'ble Justice Raja Basu Chowdhury

C.O. No. 439 of 2024

**Pranab Kumar Nandi
versus
Debnath Chatterjee & Ors.**

For the petitioner : Mr. Ayan Banerjee,
Mr. Suman Banerjee,

For the opposite parties : Mr. Rajdeep Bhattacharya,

Heard on : 18.12.2025.

Judgment on : 18.12.2025

Raja Basu Chowdhury, J (Oral):

1. The present revisional application is directed against the order no. 10 dated 24th of November, 2023 passed in Ejectment suit no. 134 of 2021 by the learned Civil Judge (Jr. Div) 4th "Court Alipore, whereby the defendant's application under Section 7(1) and Section 7(2) of the West Bengal Premises Tenancy Act, 1997 (hereinafter referred to the 'said Act') stood rejected on the ground that both the petitions have been clubbed together as also by noting that the same is devoid of any meaning and also prayer.
2. Mr. Banerjee, learned Advocate representing the defendant/petitioner would argue that immediately upon receipt of

the summons the defendant entered appearance and within the time specified in the statute and had filed the application under Section 7(2) of the said Act, for the purpose of determining whether there were any arrears of rent, since according to the defendant/petitioner in as much as the defendant/ petitioner has been depositing the rent with the rent controller there were no arrears. Independent of the above, he would submit that in so far as payment of/deposit of current rent is concerned, consequent upon receipt of the summons, the petitioner had been depositing the rent from the month following within the time specified in the statute with the learned Court.

3. Mr. Bhattacharya, learned Advocate representing the plaintiff/opposite party has, however, drawn attention of the court to the provision of Rule 20(3) of the Civil Rules and Orders to highlight the fact that a single petition ought to contain a single prayer and multiple prayers could not have been clubbed together. In addition thereto, it is submitted that the petitioner is not depositing the current rent with the learned Court.
4. Having heard the learned advocate for the respective parties I find that the statute mandates deposit of current rent along with all arrears calculated at the rate at which it was last paid upto the end of the month previous to that in which the payment is made together with interest at the rate of 10 per cent per annum. The provision of Section 7(1)(b) obliges the defendant, as tenant to make

such deposit within one month from the service of summons or in case he appeared without the summons being served within one month of appearance. Sub-Section (2) of Section 7 provides that if there is any dispute as to the amount of rent payable by the tenant then the tenant within the time specified under the Sub Section deposit with the Civil Judge, the amount admitted by him to be due from him together with an application of determination of rent payable. The said section further makes it clear that no such deposit shall be accepted unless, it is accompanied by an application for determination of rent payable. On receipt of the application the learned Judge shall having regard to the rate at which the rent was last paid and the period for which default may have been made by the tenant, may as soon as possible within a period of not exceeding one year order specifying the amount, if any, due from the tenant and thereupon the tenant shall within one month from the date of such order pay to the landlord the amount specified in the order. Unlike sub Section (2) of Section 7 of the said Act, sub section (1) does not provide that unless such deposit under sub section (1) is accompanied by an application the same shall not be accepted. Thus, independent of an application under Section 7(1), a payment under Section 7(1) can be made. Although the application appears to be under the provision of Section 7(1) and 7(2), the same as submitted by Mr. Banerjee, in effect, is an application under Section 7(2) for taking a decision as regards the

arrear of rent. In any event, I find that the learned Judge has not decided the above issue at all and has merely rejected the application by holding that the application have clubbed together and the prayer is devoid of any meaning. Perusal of the petition, as noted above, would clearly indicate that the petitioner is interested to the determination of the dispute as regards payment of arrear rent which is morefully identified in paragraph 4 of the petition where the petitioner claims to be depositing his monthly rent regularly before the rent controller which was not accepted by the plaintiff which the plaintiff denied. There is no determination of such case though the plaintiff/opposite party had denied the same in the written objection. In the light of the above, no fruitful purpose will be served by keeping the revisional application pending, the same is accordingly remanded back by setting aside the order dated 24th November, 2023 for a decision afresh on merits.

5. With the above observations, the revisional application is accordingly disposed of.
6. It is expected that the learned judge shall hear out the application expeditiously without granting any unnecessary adjournments to any of the parties.
7. There shall be no order as to costs.

Urgent Photostat certified copy of this order, if applied for, be made available to the parties upon compliance of requisite formalities.

(Raja Basu Chowdhury, J.)

skg
A.R. (Court)