

21.03.2025
Sl No.53
Court No.6
(gc)

CO 671 of 2024

**M/s. Equipment & Anr.
Vs.
Sri Sourav Sarkar**

Mr. Falguni Bandyopadhyay,
Ms. Riya Ballav
... for the Petitioners.
Mr. Krishna Das Poddar,
Mr. Surajit Maity,
Ms. Rubina Akhtar,
Ms. Mandira Barman
...for the Opposite Party.

1. Affidavit-of-service filed in Court be taken on record.
2. This application under Article 227 of the Constitution of India is directed against the order being No.19 dated 22nd March, 2023 and order being No.26 dated 8th December, 2023 both passed by the learned Chief Judge, Small Causes Court at Calcutta in Ejectment Suit No.51 of 2021. By the order dated 22nd March, 2023, the application under Section 7(2) of the West Bengal Premises Tenancy Act stood disposed of by holding that the rate of rent is Rs.1286/- per month and the defendants/petitioners herein were the defaulter of rent from the period from May, 2019 to February, 2023. The petitioners were directed to deposit the entire amount at a time along with statutory interest as applicable

within 30 days from the date of this order. Thereafter, the petitioners filed an application under Section 151 of the Code of Civil Procedure praying for modification of the order dated 22nd March, 2023 and the learned Trial Judge rejected the said application by the order dated 8th December, 2023. Thereafter, the petitioner filed this civil revisional application challenging the aforesaid orders. The civil revisional application was filed on February 21, 2024.

3. The learned Advocate appearing for the petitioners submits that the petitioners are not the defaulters in payment of rent. The petitioners used to pay rent either by way of cash or by cheques or by way of electronic transfer. The learned Advocate for the petitioners also submits that the bank statements were filed before the learned Trial Judge but the learned Trial Judge failed to take into consideration the same. He further submits that the petitioners are not the defaulters, on the other hand, there has been an excess payment of rent made by the defendants/petitioners herein and the petitioners are entitled to adjustment of such excess payment of rent.

4. The learned Advocate appearing for the opposite party submits that the bank statements as well as other documents produced before the learned Trial Judge was not for the relevant period. He submits that after considering the materials on record, the learned Trial Judge held the petitioners to the defaulters in payment of rent and directed the petitioners to deposit the arrear amount within a stipulated time limit. However, the petitioners failed to deposit the same. He submits that the impugned orders should not be interfered with by this Court.
5. After going through the materials on record, this Court finds that the petitioners have admitted the landlord-tenant relationship between the parties. Insofar as the contention of the petitioners that several bank statements were produced, it appears from records that the bank statements were for the period prior to March, 2019. The learned Trial Judge after scrutinising the materials on record observed that except one bank statement and that too for the period from 1st March, 2019 to 31st March, 2019, all the other bank statements were prior to the year 2019. Such factual finding does not call for any interference in view of the fact that the

learned Advocate for the petitioners in course of hearing of this application could not demonstrate that such factual finding suffers from any perversity.

6. The learned Trial Judge was, thus, right in holding the defendants/petitioners to be the defaulters in payment of rent for the period from May, 2019 to February, 2023. The learned Trial Judge was also right in rejecting the application under Section 151 of the Code of Civil Procedure as the petitioners failed to make out any case for modification of the order dated 22nd March, 2023.
7. At this stage, the learned Advocate for the petitioners submits that the petitioners did not deposit the amount as directed by the order dated 22nd March, 2023 as the petitioners filed an application under Section 151 and have challenged the order passed on the application under Section 151 in this civil revisional application. It appears from record that the civil revisional application which was filed on February 21, 2024 was pending for a sufficient period of time.
8. In view thereof, this Court is inclined to extend the period for depositing the amount as directed by the learned Trial Judge by the order dated 22nd March, 2023. The

petitioners shall deposit the arrear rent calculated at the rate fixed by the learned Trial Judge and for the period as mentioned therein on or before April 11, 2025 together with interest at the statutory rate till the date of such deposit.

9. The order impugned stands modified only to the extent as indicated hereinabove.
10. With the above observations and directions, CO 671 of 2024 is disposed of.
11. However, there shall be no order as to costs.
12. Urgent Photostat certified copy of this order, if applied for, be given to the parties upon compliance of all necessary formalities.

(Hiranmay Bhattacharyya, J.)