

05.05.2025

Item no. ML48
Court No. 6

Asraf, A.R.(Ct.)

IN THE HIGH COURT AT CALCUTTA
CIVIL REVISIONAL JURISDICTION
APPELLATE SIDE

Case No. **CO 1157 of 2025**

K. L. SAIGAL alias KASTURI LAL SAIGAL

.... Petitioner

VS.

RANJIT GHOSH & ORS.

....Opposite Parties

For the Petitioner :

Mr. Raghunath Chakraborty

Mr. Supratick Shyamal

Ms. Sonali Sengupta

....Advocates

This application under Article 227 of the Constitution of India is at the instance of the defendant and is directed against an order being no.20 dated March 3, 2025 passed by the learned Judge, 3rd Bench, Presidency Small Causes Court at Calcutta in Ejectment Suit No.157 of 2022.

By the order impugned, the defence of the petitioner against delivery of possession was struck off. Mr. Chakraborty, learned advocate appearing for the petitioner, submits that the learned Trial Judge without adjudicating the issue as to whether the petitioner was a defaulter in payment of rent and granting him an opportunity to deposit the arrear rent struck off the defence under Section 7(3) of the West Bengal Premises Tenancy Act, 1997.

The opposite parties herein filed a suit for eviction alleging that the petitioner herein is a defaulter in payment of rent from March, 2012.

In the application under Section 7(2) of the West Bengal Premises Tenancy Act, 1997, it is the specific case of the petitioner that the landlord refused to accept the rent from the month of May, 2012 and the petitioner tried to pay the rent through money order from the month of June, 2012 but the same being refused by the landlord, the petitioner started to deposit the rent before the rent controller. However, in the said application the petitioner is silent as to the rent in respect of the month of May, 2012. No document has been produced before this Court to show that the petitioner has either deposited the same before the Rent Controller or has deposited the same along with filing of the application under Section 7(2) of the West Bengal Premises Tenancy Act, 1997.

Section 7(2) of the West Bengal Premises Tenancy Act, 1997 casts an obligation upon the tenant in case there is any dispute as to the amount of rent payable by the tenant to deposit the rent admitted by him to be due from him together with an application for determination of the rent payable.

It is not in dispute that the rent for the month of May, 2012 was not deposited along with the application under Section 7(2) of the West Bengal Premises Tenancy Act, 1997.

For such reasons, this Court is of the view that there has been non-compliance of the provisions laid down under Section 7(2) of the West Bengal Premises Tenancy Act, 1997 and the learned Trial Judge was right in striking out the defence under Section 7(2) of the West Bengal Premises Tenancy Act, 1997.

For all the reasons aforesaid, this Court is not inclined to interfere with the order impugned.

Accordingly, CO 1157 of 2025 stands dismissed.

There shall be no order as to costs.

Urgent photostat certified copy of this order, if applied for, be supplied to the parties after completion of all necessary formalities.

(Hiranmay Bhattacharyya, J.)