

Sl. 22 & 23
07.05.2025
Court No.6
BP

C.O. 1579 of 2025

M/s. Bhartia Electric Steel Co. Ltd.
-versus-
Mahitosh Choudhury & Anr.
With

C.O. 1582 of 2025

M/s. Bhartia Electric Steel Co. Ltd.
-versus-
Mahitosh Choudhury & Anr.

Mr. Siddhartha Banerjee
Ms. Debjani Sengupta
Mr. Rajib Mullick
Ms. Ayantika Saha
Mr. Mriganka Chowdhury
..for the petitioner

Mr. Rahul Karmakar
Mr. Abhijit Chandra Majumder
..for the opposite parties

These civil revisional applications are at the instance of the defendant and are directed against the orders being no.76 and 80 dated December 6, 2024 and March 20, 2025 both passed by the learned Judge, 5th Bench, Small Causes Court at Calcutta in Ejectment Suit No. 489 of 2013.

By the order being no.76 dated December 6, 2024 the application filed by the petitioner herein under Section 151 of the Code of Civil Procedure praying for permission to deposit the rent for the month of March, 2021 till March, 2022 stood rejected. The said order is under challenge in C.O. 1582 of 2025. Thereafter the opposite parties herein filed an application under

Section 7(3) of the West Bengal Premises Tenancy Act which was allowed by order dated 20th March, 2025 which is under challenge in C.O. 1579 of 2025.

The opposite party herein filed a suit for eviction on the grounds mentioned under Section 6(1) of the West Bengal Premises Tenancy Act, 1997. After entering appearance in the said suit the defendant/petitioner herein filed two applications one under Section 7(1) of the 1997 Act and the other under Section 7(2) of the 1997 Act. The learned trial judge by an order dated 18th September, 2014 disposed of the application under Section 7(2) of the 1997 Act holding that there is no arrear due and payable by the defendant/petitioner herein to the plaintiffs/opposite parties herein. By the said order the petitioner was directed to go on depositing the current rent month by month within the fifteenth day of each succeeding month. The petitioner was depositing rents thereafter but defaulted in payment of rent from March 2021 till March 2022. After the said fact came to the notice of the petitioner an application under Section 151 of the Code of Civil Procedure was filed praying for permission to deposit the arrear rent for the period from March 2021 to March 2022 and for the subsequent months.

The learned trial judge rejected such application and thereafter allowed the prayer of the opposite parties

for striking out the defense of the petitioner against delivery of possession.

Mr. Banerjee, learned advocate appearing for the petitioner submits that the petitioner paid rent to a clerk for the purpose of depositing the same before the learned trial judge but subsequently it came to the notice of the petitioner that the clerk died in Covid and the amounts given to the clerk was also not deposited. He further submits that the Hon'ble Supreme Court in the Suo Motu Writ Petition (C) No.3 of 2020 passed an order on January 10, 2022 by extending the period of limitation for a period of ninety days from the 1st March, 2022. He submits that the application under Section 151 of the Code of Civil Procedure was filed sometimes in the month of March, 2022 for permission to deposit the arrear rent for the aforesaid period. He also submits that in view of the order of the Hon'ble Supreme Court passed in the said suo motu writ petition the petitioner should be permitted to deposit the said amount.

Mr. Karmakar, learned advocate appearing for the opposite parties vehemently opposes the prayer of Mr. Banerjee. He submits that proviso to Section 7(2) of the West Bengal Premises Tenancy Act, 1997 allows an extension of time only once and the period of such extension shall not exceed two months. He submits that the petitioner made a default in complying with the provisions of Section 7(1)(c) of the 1997 Act and the

proviso to Section 7(2) cannot come to the aid of the petitioner in the case on hand. He further submits that the Civil Judge lacks jurisdiction to extend the time for complying with the requirements under Section 7(1)(c) of the 1997 Act.

Heard the learned advocates for the parties and perused the materials placed.

It is not in dispute that the learned Trial Judge on an application under Section 7(2) of the 1997 Act held that the petitioner was not a defaulter in payment of rent. However, the petitioner being a tenant has to comply with the requirements laid down under Section 7(1)(c) of the West Bengal Premises Tenancy Act, 1997 within the time limits specified thereunder in order to get the benefit of protection against eviction.

Section 7(1)(c) states that the tenant shall thereafter continue to pay to the landlord or deposit with the Civil Judge month by month by the 15th of each succeeding month a sum equivalent to the rent at that rate. Thus, even after disposal of the application under Section 7(2) of the 1997 Act, the tenant was obliged to comply with the provisions laid down in Section 7(1)(c) within the time limit indicated thereunder.

Section 7(1)(c) stipulates the time limit of 15 days from the end of the month for which the rent is required to be paid. It is not in dispute that the tenant defendant did not deposit the rent for the period from

March, 2021 till March 2022. At this stage, it would be relevant to take note of the order dated January 10, 2022 passed by the Hon'ble Supreme Court in *Suo Motu Writ Petition (C) No.3 of 2020* **reported in (2022)3 SCC 117.**

The Hon'ble Supreme Court took suo motu cognizance of the difficulties that might be faced by the litigants in filing petitions/applications/suits/appeals/all other quasi proceedings within the period of limitation prescribed under the general law of limitation or under any special laws (both Central and/or State) due to outbreak of the Covid 19 pandemic.

The Hon'ble Supreme Court held that in cases where the limitation would have expired during the period between March 15, 2020 till February 28, 2022, notwithstanding the actual balance period of limitation remaining, all persons shall have a limitation period of 90 days from 1st March, 2022.

The Bench further held that in the event the actual balance period of limitation remaining, with effect from 1st March, 2022 is greater than 90 days, that longer period shall apply.

In view of the time limit prescribed under Section 7(1)(c) of the 1997 Act, this Court is of the considered view that the time to comply with the requirements under Section 7(1)(c) for the period from March 2021 till March 2022 shall stand extended in view of the order of

the Hon'ble Supreme Court for a period of 90 days with effect from 1st March, 2022.

It is not in dispute that the application praying for permission to deposit the rent for the aforesaid period was filed within the 90 days from 1st March, 2022. Since no permission to deposit rent for the aforesaid period was granted, the rent for the subsequent periods also could not have been deposited.

For such reason, this Court is inclined to hold that the time limit to deposit the rent for the period from March 2021 till March, 2022 and for the subsequent months should be extended.

For the aforesaid reason, the order dated December 6, 2024 is set aside. The petitioner is permitted to deposit the entire arrears of rent from the month of March, 2021 till April, 2025 on or before May 23, 2025 before the learned Trial Judge. It is, however, made clear that the petitioner shall go on paying current rents with effect from May, 2025 within the time limit as stipulated under the Statute.

Accordingly, C.O. 1582 of 2025 stands allowed.

In view of the order passed in C.O. No.1582 of 2025, the order dated March 20, 2025, allowing the application under Section 7(3) of the 1997 Act is set aside.

C. O. No.1579 of 2025, accordingly, stands allowed.

There shall be no order as to costs.

At this stage, Mr. Karmakar, learned advocate appearing for the landlord/opposite party submits that the hearing of the ejectment suit may be expedited. The learned Judge, 5th Bench, Small Causes Court at Calcutta is requested to make an endeavour to see that the Ejectment Suit No.489 of 2013 is disposed of as expeditiously as possible without granting any unnecessary adjournment to either of the parties.

Urgent photostat certified copy of this order, if applied for, be supplied expeditiously after compliance with all the necessary formalities.

(Hiranmay Bhattacharyya, J.)