

Sl.19
16.06.2025
Court No.6
BP

C.O. 2005 of 2025

Sk. Mongla
-versus-
Junaid Ahmed

Ms. Sohini Chakraborty
Mr. Musharraff Hussain
... for the petitioner

Mr. Shayak Chakraborty
Mr. Mir Annurazaman
Mr. Sobhan Gani
Mr. Aqib Badr
Ms. S. Farooqui
..for the opposite party

This application under Article 227 of the Constitution of India is at the instance of the defendant and is directed against the orders dated 6th February, 2025 and 8th April, 2025 both passed by the learned Civil Judge (Junior Division), 1st Court, Alipore, South 24 Parganas in Ejectment Suit No. 38 of 2014.

By the order dated 6th February, 2025 the application under Section 7(2) of the West Bengal Premises Tenancy Act, 1997 stood rejected and consequently the defense of the petitioner against delivery of possession was struck off under the provisions of Section 7(3) of 1997 Act. Thereafter the petitioner claims to have deposited the rent for the period from July 2002 to August, 2009 and filed an application under Section 151 of the Code of Civil Procedure praying for

condonation of delay in making such deposit. Such application stood rejected by the order dated 8th April, 2025.

Ms. Chakraborty, the learned advocate appearing for the petitioner submits that the petitioner has not admitted any amount to be due to the landlord opposite party from the tenant petitioner. She therefore submits that there was no requirement on the part of the petitioner to deposit the admitted arrears as required in the first part of sub-section 2 of Section 7 of the West Bengal Premises Tenancy Act, 1997.

Heard the learned advocate for the opposite party on such submission.

After going through the application under Section 7(2) of the West Bengal Premises Tenancy Act, 1997 this Court finds that it is the specific case of the petitioner that the tenant petitioner paid rent to the plaintiff opposite party against proper rent receipts up to July, 2002. Thereafter the petitioner paid rent to the landlord opposite party for the period from August, 2002 to May, 2009 by hand but the plaintiff opposite party refused to issue any receipt against such payment. In the said application it has been further stated that the petitioner tendered rent to the plaintiff opposite party for the months of May, 2009, June, 2009 and July, 2009 through money order which the plaintiff refused to accept. It is a further case of the petitioner that from the

month of August, 2009 the petitioner started depositing rent before the rent controller.

Upon reading the application under Section 7(2) of the West Bengal Premises Tenancy Act as a whole this Court finds that it has been accepted by the petitioner that rent for the months of May, 2009, June, 2009 and July, 2009 was tendered through money order which was refused by the plaintiff. It is not the case of the petitioner that rent for the months of May, 2009, June, 2009 and July, 2009 was deposited either before the court along with the application under Section 7(2) of the West Bengal Premises Tenancy Act or the same was deposited before the rent controller. Thus the amount of rent for the months of May, 2009, June, 2009 and July, 2009 squarely falls within the expression “the amount admitted by him to be due from him”. Thus the petitioner did not deposit the admitted arrears along with the application under Section 7(2) of the West Bengal Premises Tenancy Act. To the mind of this Court the learned trial judge was right in rejecting the application under Section 7(2) of the West Bengal Premises Tenancy Act as the pre-conditions for adjudication of the dispute under Section 7(2) of the West Bengal Premises Tenancy Act was not satisfied due to non-deposit of the admitted arrears of rent.

The learned trial judge was also right in striking out the defense of the petitioner against delivery

of possession by invoking the provisions of Section 7(3) of the said Act.

The petitioner claims to have deposited the rent for the period from July, 2002 to August, 2009 before the learned trial judge but it is not in dispute that the same was deposited long beyond the statutory time limit. It is well settled that such delay cannot be condoned in exercise of the powers under Section 151 of the Code of Civil Procedure. The learned trial judge was right in rejecting the application under Section 151 of the Code of Civil Procedure.

Accordingly, C.O. 2005 of 2025 stands dismissed.

There shall be however no order as to costs.

Urgent certified photocopy of this order, if applied for, be supplied to the parties expeditiously on compliance of usual legal formalities.

(Hiranmay Bhattacharyya, J.)