

Sl.33
11.07.2025
Court No.6
BP

C.O. 2179 of 2025

Jaspal Khatri alias Chug & Ors.

-versus-

Vijay Singh & Anr.

Mr. Dyutiman Banerjee

Mr. Debayan Ray

..for the petitioners

Mr. Achintya Kumar Banerjee

Mr. Manoj Kurmi

Dr. Siddhartha Goswami

..for the opposite parties

On the prayer of the leaned advocate for the petitioners, leave is granted to the learned advocate on record of the petitioners to amend the cause title of the civil revisional application, here and now.

This application under Article 227 of the Constitution of India is at the instance of the defendants and is directed against the orders dated 8th May, 2025, 22nd May, 2025 and 4th June, 2025 all passed by the learned Civil Judge (Junior Division), 3rd Court at Howrah in Title Suit No. 200 of 2012.

By the order dated 8th May, 2025 the defence of the petitioners against delivery of possession was struck out. The petitioners filed an application praying for recalling of the said order which stood rejected by an order dated 22nd May, 2025. Thereafter, the petitioners filed an application under Section 151 of the Code of Civil Procedure praying for condonation of delay in depositing the rent for the months of January, 2023, February, 2023, July, 2023 and

August, 2023. Such application was rejected by the order dated 4th June, 2025.

Mr. Dyutiman Banerjee, learned advocate appearing for the petitioners submits that on 8th May, 2025 the petitioners could not appear as there was a resolution of the local Bar Association. He further submits that the learned trial judge ought to have recalled the said order. He further submits that since the rent for few months could not be deposited within time, the learned trial judge ought to have allowed the petitioners to deposit the same upon condonation of delay.

Mr. Achintya Banerjee, learned advocate appearing for the opposite parties opposes the prayer made by the learned advocate for the petitioners. He submits that the petitioners are not only the defaulter for the months as stated in the said application, the petitioners also defaulted in payment of rent from the subsequent months also. He further submits that the learned trial judge after considering statutory provision struck off the defence of the petitioners against delivery of possession.

After going through the application filed under Section 151 of the Code of Civil Procedure this Court finds that the petitioners have admitted that rent for the months of January, 2023, February, 2023, July, 2023 and August, 2023 was not deposited. The petitioners prayed for condonation of delay in depositing the said rent. Thus it is evident that the petitioners did not comply with the provisions laid down under Section 7(1) of the West Bengal Premises Tenancy Act, 1997. Sub-section 3 of Section 7 states that if the tenant fails to deposit or pay any amount referred to in sub-section 1 or sub-section 2 within the time specified therein or within such extended time as may be

granted, the Civil Judge shall order the defence against delivery of possession to be struck out and shall proceed with the hearing of the suit. Thus the Civil Judge is under a statutory obligation to strike out the defense against delivery of possession if there is failure on the part of the tenant to comply with the provisions of Section 7(1) or Section 7(2) of the 1997 Act.

Though Mr. Dyutiman Banerjee, learned advocate appearing for the petitioners may be right in submitting that the learned trial judge ought to have considered the prayer for recall of the order dated 8th May, 2025 as the petitioners were prevented by sufficient cause for appearing on the date fixed but however considering the fact that the petitioners have admitted that they have not deposited the rent for the aforesaid months, no useful purpose will be served by recalling the said order and by giving an opportunity to the petitioners to produce materials in support of his case.

For such reason, this Court is not inclined to interfere with the order impugned.

Accordingly, C.O. 2179 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.)