

30.07.2025
Item no. 36.
Court No.6.
AB

C. O. 2632 of 2025

**Sri Sanjit Das
Vs
Alpana Dutta & Anr.**

Mr. Abhishek Banerjee,
Mr. Subhojit Chattopadhyay
.....for the Petitioner.

This application under Article 227 of the Constitution of India is at the instance of the defendant and is directed against an order dated 07.02.2025 passed by the learned Civil Judge (Junior Division), 1st Court, Howrah in Title Suit No.101 of 2011.

By the order impugned, the application under Section 7(2) of the West Bengal Premises Tenancy Act, 1997 was disposed of by holding the petitioner a defaulter in payment of rent and directing him to deposit the arrear rent within the time indicated in the said order.

The learned advocate appearing for the petitioner submits that the opposite parties filed a suit for eviction and there was no prayer for recovery of arrear rent. He, therefore, submits that the learned Trial Judge could not have directed the petitioner to deposit the arrear rent on an application filed under Section 7(2) of the 1997 Act.

Learned Advocate for the petitioner further submits that the petitioner is not a defaulter in payment of rent. The rent was paid by the petitioner to the opposite parties and at the relevant point of time, due to cordial relationship between the parties, the petitioner did not insist for rent receipt in acknowledgment of payment of rent.

After going through the plaint, this Court finds that the opposite parties instituted a suit for eviction on the grounds enumerated under Section 6 of the West Bengal Premises Tenancy Act, 1997.

Section 7(1)(a) of the West Bengal Premises Tenancy Act, 1997 states that on a suit being instituted by the landlord for eviction on any of the grounds referred to in Section 6, the tenant shall, subject to the provisions of sub-section (2) of this section, pay to the landlord or deposit with the Civil Judge all arrears of rent, calculated at the rate at which it was last paid and up to the end of the month previous to that in which the payment is made together with interest at the rate of 10% p.a.

Clause (b) of sub-section 1 of Section 7 states that such payment or deposit shall be made within one month of the service of summons on the tenant or where he appears in the suit without the summons being served upon him within one month of his appearance.

Sub-section 2 of Section 7 states that if in any suit referred to in sub section (1), there is any dispute as to the amount of the rent payable by the tenant, the tenant shall within the time specified in that sub section deposit with the Civil Judge the amount admitted by him to be due from him together with an application for determination of the rent payable and upon receipt of such application, the Civil Judge shall, having regard to the rate at which rent was last paid and the period for which default may have been made by the tenant, make, as soon as possible within a period not exceeding one year, an order specifying the amount, if any, due from the tenant and thereupon, the tenant shall, within one month of the date of such order, pay to the landlord the amount so specified in the order.

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.

Sub-section (4) of Section 7 states that if the tenant makes deposit or payment as required by sub-section (1) or sub-section (2), no order for delivery of possession of the premises to the landlord on the

ground of default in payment of rent by the tenant, shall be made by the Civil Judge, but he may allow such cost as he may deem fit to the landlord.

The proviso to Section 7(4) of the 1997 Act enables the tenant to get the benefit of protection against eviction subject to compliance of requirements under sub-section (1) and (2) of the 1997 Act.

Section 7(1) of the 1997 Act uses the expression “all arrears of rent”.

It is now well-settled that in order to get protection under the 1997 Act from eviction, the tenant is obliged to deposit all arrears of rent including the arrears, the recovery of which or a portion thereof is barred by limitation.

This Court is of the considered view that if a tenant wants to get the benefit of protection against eviction, he has to comply with the requirements under Section 7 of the said Act irrespective of the fact whether the amount of arrear rent is time-barred or not.

In course of hearing of this civil revision application, learned advocate appearing for the petitioner did not dispute the fact that the rate of rent was Rs.100/- during the period from January, 1997 to May, 2007 and Rs.200/- from June, 2007 to October, 2009.

Learned Advocate for the petitioner, in his usual fairness, submits that the petitioner did not take any step against the opposite parties for alleged non-issuance of rent receipt. The petitioner could not prove the allegation that the opposite parties in spite of receipt of rent did not issue rent receipt.

The learned trial judge was right in holding the petitioner to be a defaulter in payment of rent. The amount directed to be deposited was correctly determined by applying the provisions of Section 7 of the Act.

After going through the order impugned, this Court finds that the learned Trial Judge has assigned cogent reasons in support of the ultimate conclusion. This Court does not find any infirmity in the order impugned warranting interference under Article 227 of the Constitution of India.

C. O. No.2632 of 2025 stands disposed of accordingly.

All parties shall act in terms of server copy of the order downloaded from the official website of this Court.

(Hiranmay Bhattacharyya, J.)