

19.03.2025
SL No.128
Court No.22
S.Gayen

CO 3110 of 2022

**Manik Kundu
Versus
Smt. Doli Mondal**

Mr. Sabyasachi Mukherjee
Mr. Biswajit Mukherjee
Ms. Ankita Nandi
Ms. Swastika Saha

...for the Petitioner

Mr. Debashis Ray

...for the Opposite Party

1. This revisional application has been filed assailing the Order No. 13 dated 13th August, 2018 in connection with Title Suit No. 65 of 2016, wherein the learned Civil Judge (Junior Division), 1st Court, Barrackpore dealt with an application under Section 7(3) of the West Bengal Premises Tenancy Act, 1997 (for short the 1997 Act) filed on behalf of the plaintiff/opposite party herein along with one application under Section 151 of the Code of Civil Procedure for condoning the delay in payment of arrear rent to the defendant/petitioner herein.
2. Learned counsel appearing on behalf of the petitioner has submitted that the Court should have extended time to deposit the arrear rent according to proviso of Section 7(2) of the 1997 Act.
3. In opposition to that, learned counsel appearing on behalf of the opposite party has submitted that the

learned Trial Judge already extended two months time to deposit the arrear rent at the time of disposal of the application under Section 7(2) of the 1997 Act.

4. On scrutiny of the order impugned in this revisional application, it comes to my view that the learned Judge recorded his finding that at the time of disposal of application under Section 7(2) of the 1997 Act, he already granted two months time to deposit the arrear rent and therefore, question of giving further time does not arise.
5. Before embarking on the discussion, I find it prudent to reproduce the provision of Section 7(2) of the 1997 Act, which reads as follows:-

“S. 7. When a tenant can get the benefit of protection against eviction.-

(2) If in any proceeding 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 Controller the amount admitted by him to be due from him together with an application for determination of the rent payable. No such deposit shall be accepted unless it is accompanied by an application for determination of the rent payable. On receipt of the application, the Controller 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:

Provided that having regard to the circumstances of the case, an extension of time

may be granted by the Controller only once and the period of such extension shall not exceed two months.

(3) If the tenant fails to deposit or pay any amount referred to in subsection (1) or subsection (2) within the time specified therein or within such extended time as may be granted, the Controller shall order the defence against delivery of possession to be struck out and shall proceed with the hearing of the proceeding.

(4) If the tenant makes deposit or payment as required by subsection (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 Controller, but he may allow such cost as he may deem fit to the landlord:

Provided that the tenant shall not be entitled to any relief under this sub-section if, having obtained such relief once in respect of the premises, he again makes default in payment of rent for four months within a period of twelve months or for three successive rental periods where rent is not payable monthly."

6. It is not disputed that the application under Section 7(2) of the 1997 Act was disposed of on 20th January, 2017 thereby extending two months time to deposit the arrear rent by two installments. It is also not disputed that one installment was paid by the defendant/petitioner herein but one application under Section 151 of the Code of Civil Procedure was filed with a prayer for further extension to deposit the second installment.
7. From the provision of Section 7(1) of the 1997 Act, it appears that the legislature has allowed the tenant to deposit the admitted arrears within one month from the date of receipt of the notice of eviction and

also to file an application under Section 7(2) of the 1997 Act with a prayer for extension of time to deposit the arrear rent after calculating the period of default.

8. The proviso of Section 7(1) clearly mandates the learned Trial Judge can extend the time only once and that too such extension shall not exceed two months. In the case at hand, at the time of disposal of the application under Section 7(2) of the 1997 Act, the learned Trial Judge already extended two months time to deposit the arrears by two installments. Therefore, the learned Judge has no right to further extend time to deposit the arrear rent, according to proviso of Section 7(1) of the 1997 Act.
9. In the aforesaid view of the matter, I find hardly in scope to interfere with the order impugned in this revisional application. The learned Judge rightly refused the prayer for extension for the second time.
10. The learned Trial Judge is requested to dispose of the suit as expeditiously as possible.
11. With the above observations and direction, the revisional application stands dismissed.
12. Interim order, if any, stands vacated and connected application, if any, also stands disposed of accordingly.

13. The learned advocate appearing on behalf of the petitioner is directed to intimate the order to the learned Trial Judge.
14. All parties shall act on the server copy of this order duly downloaded from the official website of this Court.
15. Urgent Photostat certified copy, if applied for, be given to the parties upon compliance with all requisite formalities.

(Bibhas Ranjan De, J.)