

N.22Sl

151/CL

WPA 24140 of 2024

04.09.2025

SL-10

Ct.19

(S.R.)

Smt. Krishna Mukherjee

-vs-

The State of West Bengal & Ors.

Mr. Balaram Patra

Mr. Suvadip Bhattacharjee

... for the petitioner.

Mr. Chandi Charan De, Ld. AGP

Mr. Anirban Sarkar

... for the State.

1. The supplementary affidavit as filed today on behalf of the writ petitioner is taken on record.
2. By filing the instant writ petition, the writ petitioner has prayed for issuance of appropriate writ/writs against the respondent no.4/authority for considering the representation dated 23.08.2024 in accordance with law, a copy of which has been annexed at page nos.27 to 29 of the instant writ petition.
3. At the time of hearing Mr. Bhattacharjee, learned advocate appearing on behalf of the writ petitioner at the very outset draws attention of this Court to page nos.20 to 22 of the instant writ petition, being a copy of the Order No.10 dated 25.07.2024 as passed by the House Rent Controller, Malda in connection with Malda Case No.02 of 2019 arising out of an application under Section 21 of the West

Bengal Premises Tenancy Act, 1997 (hereinafter referred to as the 'said Act of 1997').

4. It is submitted by Mr. Bhattacharjee that from the said order dated 25.07.2024, it would reveal that the respondent no.4/authority permitted the present writ petitioner, being the tenant of the tenanted premises, to carry out repairing work as per estimate to the tune of Rs.43,558/-, with a further direction that the said incurred cost will be deducted from the rent payable by the writ petitioner to her landlord, who are the private respondent nos.5 and 6 herein.
5. It is further submitted by Mr. Bhattacharjee that by the self-same order dated 25.07.2024, the respondent no.4/authority directed the writ petitioner to pay half of the monthly rent of Rs.350/- from August, 2025 till November 2034 in order to adjust the estimated amount of Rs.43,558/- towards expenditure for repairing.
6. It is submitted by Mr. Bhattacharjee that with the passage of time the cost of repair has already been increased and the present writ petitioner by filing a supplementary affidavit expressed his consent to carry out the repairing work over the said estimated cost without seeking any equity i.e. to say without seeking any further adjustment from the rent as directed to be made by the House Rent Controller

i.e. the respondent no.4/authority herein.

7. It is further submitted by Mr. Bhattacharjee that the time period for carrying out the repairing work may be extended for a further period of one year.
8. Mr. Bhattacharjee further submits that since the House Rent Controller, Malda i.e. the respondent no.4/authority under cover of his letter dated 04.09.2024 has refunded the bank cheque to the writ petitioner, the respondent no.4/authority may be directed to accept the half rent of Rs.350/- from August 2024 onwards since the private respondent nos.5 and 6 are refusing to accept the said half rent or otherwise, the writ petitioner, being the tenant would become a defaulter.
9. Mr. De, learned AGP appearing on behalf of the respondent/State and its instrumentalities in his usual fairness submits before this Court that appropriate order may be passed in terms of the prayers made in the instant writ petition.
10. On careful consideration of the entire materials as placed before this Court and after hearing the learned advocates for the contending parties, this Court while disposing the instant writ petition directs the respondent no.4/authority to accept half of the rent of Rs.350/- from the writ petitioner from August 2024 onwards till November 2024, in the event, such amount is tendered by the writ

petitioner with him month by month in accordance with the provisions of law, unless the private respondent nos.5 and 6 being the landlords in writing show their willingness to accept the same.

11. Before parting with, this Court grants 365 extra days of time to the writ petitioner to carry out the Order No.10 dated 25.07.2024 as passed by the respondent no.4/authority considering the undertaking given by the writ petitioner that she will not make any prayer for adjustment of any further rent, if the cost of repair exceeds the estimate, as indicated by the respondent no.4 in his order dated 25.07.2024.
12. Before parting with, it is further made clear that the writ petitioner in the grab of repairing of the tenanted premises is, however, not permitted to change the nature and character of the said tenanted premises.
13. Liberty is given to the learned advocates-on-record for the writ petitioner to communicate the server copy of this order to the respondent no.4/authority.
14. The respondent no.4/authority is directed to act on the basis of the server copy of this order.
15. With the aforementioned observations, **WPA 24140 of 2024** is disposed of.
16. There shall, however, be no order as to costs.
17. Urgent Photostat certified copy of the order if

applied for, be made over to the parties as expeditiously as possible.

(Partha Sarathi Sen, J.)