

10.12.2025
Ct. No. 06
Item No.14
Cp

C.O. No. 3864 of 2025

Milan Kanti Guha Roy
Vs.
Surajit Dutta & Ors.

Mr. Dyutimoy Paul

.....for the petitioner.

Affidavit of service is taken on record.

None appears on behalf of the opposite parties.

The service has returned with an endorsement
'refused'.

Refusal is a good service. Hence the matter proceeds
in absence of the opposite parties.

The petitioner is aggrieved by the order dated
October 27, 2025, passed by the learned Civil Judge
(Junior Division), Kalyani in Title Suit No.171 of 2025.

The defendant /petitioner filed a written statement
along with an application under Section 7(1)(a) read with
Section 6(1)(b) of the West Bengal Premises Tenancy Act,
1997, (hereinafter referred to as the 'said Act'), read with
Section 151 of the Code of Civil Procedure. The defendant
also filed an application under Section 7(2) of the said Act
read with Section 151 of the Code of Civil Procedure. All
these applications were filed along with the written
statement on September 23, 2025.

The learned court took up the application under Section 7(1)(a) read with Section 6(1)(b) of the West Bengal Premises Tenancy Act, 1997, for hearing on September 23, 2025. The defendant prayed for leave to deposit arrear rent for the period from July 2014 to September 2025 with statutory interest. The court recorded that the summon was received by the defendant on September 8, 2025 and as such permission to deposit without prejudice to the plaintiffs was allowed.

October 27, 2025 was fixed for hearing of the application under Section 7(2) of the said Act. The plaintiffs prayed for an adjournment. Prayer for adjournment was allowed. The defendant filed two applications – one for extension of time to file written statement and the other for extension of time to deposit arrear rent. Both the applications were not pressed. The court recorded that the written statement had already been filed on September 23, 2025. At 3.15 pm, the defendant filed an application for depositing the arrear rent by filing a challan. The records reveal that the suit was instituted on August 7, 2025 and the summons were received by the defendant on September 8, 2025. On September 23, 2025, the defendant has filed an application for depositing of the admitted arrear rent along with statutory interest which was allowed on September 23, 2025 itself. The court was of the view that Section 7 of the said Act mandated that all arrears of rent

calculated at the last paid rate upto the end of the month previous to that in which payment was being made together with interest @ 10% p.a. was to be deposited by the tenant and such deposit had to be made within one month of service of summons on the tenant. The provision also states that if the tenant fails to deposit the amount within the time specified therein, the court shall order the defence against the delivery of possession to be struck off and shall proceed with the hearing of the suit. The court was of the view that as the deposit was not made within the statutory period with interest, the petitioner had failed to comply with the statutory provision and, as such, the defence against delivery of possession was struck off on the ground that the requirement of Section 7(1) of the said Act had not been fulfilled. Accordingly, the application under Section 7(2) of the said Act read with Section 151 of the Code was also rejected.

The documents have been produced before the court to show that the arrear rent was required to be deposited within one month from the date of receipt of summons which ended on October 7, 2025. October 7, 2025 fell within the Puja Vacation. All courts reopened on October 24, 2025 but the holiday list of the District Court of Nadia has been produced before this court to show that October 24, 2025 (Friday) was a local holiday. Under such circumstances, the petitioner deposited the amount by a

challan on October 27, 2025, Saturday and Sunday being a holiday.

The court did not consider such situation and rejected the application. This matter is required to be gone into further by the court in order to consider whether compliance of Section 7(1) of the said Act can be deduced from the afore-mentioned facts. Hence, the matter is remanded for further hearing of the application under Section 7(1) of the said Act. On the facts of the said application, application under Section 7(2) of the said Act will be decided.

The order impugned is set aside.

Accordingly, the revisional application is disposed of.

All the parties are directed to act on the basis of the server copy of this order.

(Shampa Sarkar, J.)