

24.11.2025
Ct. No. 06
Sl. No.3
skg

C.O. No. 3895 of 2025

Bhola Sonkar
Vs.
Anirban Sengupta

Mr. Debasis Mitra,
Mr. Priya Chakraborty,
Mr. Diptonil Dey,

.....for the petitioner.

1. The petitioner is aggrieved by the order dated 12th November, 2024 passed by the learned Civil Judge (Jr. Div.), Kharagpur, Paschim Medinipore in Other Suit no. 48 of 2022. By the order impugned, the learned court directed the tenant to pay Rs.3000/- per month as rent, inter alia, holding that the tenant was a defaulter of rent between March, 2022 to September, 2024. Accordingly, the entire arrear rent was directed to be deposited in three instalments and the petitioner was further directed to pay Rs.3000/- to the landlord via account transfer or through court with effect from October, 2024.
2. Learned Advocate for the petitioner submits that the petitioner was occupying 100 square feet room and as such the rent assured by the learned court cannot be Rs.3000/-. The admitted rent is Rs.1000/-.
3. According to the plaint case, the agreed rent was fixed at Rs.4000/- upon enhancement from Rs.1000/- and

such payment of rent at Rs.4000 per month was made up to March, 2021.

4. Although the petitioner raised a dispute with regard to the quantum of rent, the petitioner was not in a position to prove the exact rent that was fixed and payable. The plaintiff/landlord claimed that the rent had been enhanced to Rs.4000/-, but could not produce rent receipt. In such view of the matter, the learned court decided that in the absence of any receipt, consideration of the location and nature of the premises should be taken into account and upon such consideration, Rs. 3000/- was deemed to be the rent. The location of the property was in Bhawanipur market, next to the Municipal road.
5. The superintending power of the High Court has been invoked to assert that Rs.3000/- is excessive and shall cause hardship to the petitioner. That the rent should be sufficiently reduced. The petitioner raised the dispute with regard to the quantum of rent and invited the learned trial court to decide the actual rate of rent, including the arrears. It was the petitioner's duty to prove the rate of rent last paid, before the suit was filed. The petitioner has failed to establish that Rs.1000/- was the rent fixed. The plaintiff's case has all along been that Rs.4000/- was being paid up to March, 2021. Moreover the plaintiff has stated that the

property is in a market place and the rent is Rs. 50 per sq ft.

6. Under such circumstances, the learned Court exercise discretion. By virtue of the power conferred upon the court Under Section 7(2) of the West Bengal Premises Tenancy Act, 1997, the court accepted evidence of both the parties. The parties could not prove the exact rent payable. Thus, the court found, Rs. 3000/- to be reasonable rent, from all the attending circumstances.
7. Under such circumstances, considering the position of the property and that there is a beauty parlour shop just adjacent to the suit premises, meaning that the property was in a vibrant commercial area, the amount was fixed at Rs.3000. I do not find any perversity in the order of the learned Court has given adequate reasons.
8. The revisional application is accordingly dismissed. There shall be no order as to costs.
9. Parties are to act on the server copy of this order.

(Shampa Sarkar, J.)