

28.11.2025
Ct. No. 06
Sl. No.18
Cp

C.O. No. 4031 of 2025

Biswajit Das & Anr.

Vs.

M/s. Ritzy Manor Pvt. Ltd. & Ors.

Mr. Debabrata Roy

Mr. Oishik Chatterjee

.....for the petitioners.

The petitioners are aggrieved by the order dated October 24, 2025, passed by the learned Civil Judge (Senior Division), Chandannagar in Title Suit No.10 of 2020.

By the order impugned, the learned court disposed of the application under Section 151 of the Code of Civil Procedure by which the petitioners had prayed for payment of occupational charges at the market rate. The court was of the view that in a suit for eviction, occupational charges at the market rate could not be claimed at the stage of trial.

The decision in **Atma Ram Properties (P) Ltd. v. Federal Motors (P) Ltd.**, reported in (2005) 1 SCC 705, would not be applicable in such a situation. The court relied on a decision of this court in **Green Band Apartments Pvt. Ltd. & Ors. Vs. Mint Matrix & Ors.** (C.O. 2828 of 2018), in support of the contention that during the pendency of the suit the occupier of the premises is liable to pay the agreed rent or rent at the last paid rate. Accordingly, the court directed that the

defendant shall deposit, without prejudice, the last paid/contractual monthly rent (together with any contractual periodical escalation that was in force immediately prior to the dispute, if any), on or before the 7th of each calendar month, until disposal of the suit.

Such protective deposit according to the court, was not mesne profits. The arrears were directed to be deposited within six weeks. The deposit was directed to be made to the credit of the plaintiffs and the plaintiffs were given liberty to withdraw the same, in accordance with law.

The prayer for deposit of occupational charges at the market rate was rightly rejected in my view. The court also granted liberty to the plaintiffs to apply for interim consequences as per law, in case of two successive defaults. Under such circumstances, this court does not find any illegality in the order impugned.

In case of any default as already directed by the court, the plaintiffs can claim the payment and also interest on the defaulted amount.

The learned court is requested to make a sincere endeavour to expeditiously dispose of the suit.

There shall be no order as to costs.

Parties are to act on the server copy of this order.

(Shampa Sarkar, J.)