

ORDER SHEET

IA GA. NO. 2 OF 2023
IN
CS NO. 15 OF 2023
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION

SUKH SHANTI HOMES (P) LTD.
VS
ASHOK KUMAR JINDAL AND ORS.

BEFORE:

The Hon'ble JUSTICE ARINDAM MUKHERJEE

Date: 1st July, 2025.

Appearance:
Mr. Rishabh Karnani, Adv.
Mr. Sourath Dutt, Adv.
Mr. Sanjay Kr. Baid, Adv.
For plaintiff
Mr. Shayak Mitra, Adv.
For defendant no. 2 & 3
Mr. Sudip Deb, Sr. Adv.
Mr. Laxmi Agarwal, Adv.
Ms. Ipsita Ghosh, Adv.
For defendant nos. 4 & 5

The Court: After hearing the parties to the suit, it appears that the arrears on account of unpaid rent between April 2011 to June 2025 at the rate of Rs.2,200/- per month is Rs. 3,76,200/-. Parties have agreed to the said sum.

The parties have further agreed to bring an end to the suit with defendant nos.4 and 5 paying a sum of Rs. 1,90,000/- out of the said sum of Rs.3,76,200/- without any interest within 45 days from date i.e. 01-07-2025.

This amount has to be paid to the plaintiff directly. The balance sum of Rs. 1,86,200/- is required to be paid by the other three defendants as tenants by liquidating the same by each paying 1/3rd share thereof. Defendant no. 1 has surrendered his tenancy. The defendant no. 2 and 3 have jointly agreed to pay Rs.1,86,200/-. This payment shall also be made within a period of 45 days from date i.e. 01-07-2025. On the receipt of the entire payment from the defendant nos.4 and 5 and from the defendant nos. 2 and 3, the suit shall stand settled in all respect between the parties in relation to the disputes being the subject matter of the suit. The plaintiff shall not be entitled to proceed any further with the said suit on realisation of the entire sum of Rs.3,76,200/- in the manner as indicated hereinabove or seek eviction of the defendant nos. 4 and 5 or defendant nos.2 and 3 either jointly or severally for defendant in paying the rent.

It is further made clear that in case of default in paying the money within 45 days from date i.e. 01-07-2025 the suit shall stand revived automatically without any further order and the plaintiff would be entitled to proceed with the suit in accordance with law.

So far as the future rent is concerned from July 2025, the defendant nos. 2, 3, 4 and 5 shall be paying the said rent of Rs. 2,200/- or any enhancement which is permissible under the agreement or in law as per their respective shares, that is, each of the defendant nos. 2, 3, 4 and 5 shall pay 1/5th of Rs.2,200/- as the defendant no. 1 has surrendered his tenancy. The tenancy, therefore, from July, 2025 shall be construed to be with the defendants no. 2, 3, 4 and 5 only. The payment has to be made within 10th of each succeeding

month, month by month till the tenancy is in subsistence.

With regard to the rent payable by defendant no.1, since it is the case of the plaintiff that the said defendant no.1 has surrendered his tenancy, the plaintiff will also have no further claim as the entire arrears of rent is being received by then as directed in this order. The tenancy from July, 2025 will be also in favour of defendant no. 2, 3, 4 and 5.

The suit is treated as on day's list and is decreed in terms of the agreement as recorded hereinabove.

Let the decree be drawn as expeditiously as possible in the terms as agreed between the parties and recorded hereinabove.

With the aforesaid, the suit and the connected application is disposed of.

(ARINDAM MUKHERJEE, J.)

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