A-17
Ct No.16
05.10.2026
TN

SAT 111 of 2025
IA No: CAN 1 of 2025
CAN 2 of 2025
CAN 3 of 2025

Rajesh Kumar Agarwal
Vs.
Mati Lal Chandra

Mr. Souradipta Banerjee,
Ms. Fatima Hassan,
Mr. Ranojoy Mullick,
Mr. Shamrin

.... for the appellant

Mr. Shubham Gupta,
Md. Ayaan,
Mr. Rajsekhar Bal Bakshi,
Mr. Shibham Das

.... for the respondent

1. Affidavit-of-service filed today be kept on record.

Re: CAN 3 of 2025

2. Heard learned counsel for the parties.

3. In view of sufficient explanation for the delay having been given, CAN 3 of 2025 is allowed on contest, thereby condoning the delay in preferring SAT 111 of 2025.

4. There will be no order as to costs.

Re: SAT 111 of 2025
IA No: CAN 1 of 2025
CAN 2 of 2025

5. The present challenge has been preferred against a judgment of affirmance, whereby both the courts below have granted eviction on the grounds contemplated under Section 6(1), sub-clauses (j) and

(l) of the West Bengal Premises Tenancy Act, 1997 (for short "the 1997 Act").

6. Learned counsel appearing for the defendant/appellant argues that in terms of clause (j) of Section 6(1), a moratorium of one year is contemplated, indicating that the notice asking the tenant to quit/vacate the suit premises ought to have been for a period of at least one year.

7. Secondly, it is argued that from the Exhibits considered by the courts below, it could only be seen that about seven months' electricity bills were produced by the plaintiff/respondent, during which period there was zero consumption of electricity by the appellant in respect of the suit property. However, the said period falls short at least by three months of the ten month period stipulated in clause (l) of Section 6(1), during which the tenant and/or his family is required to keep out of the suit premises to entitle the landlord to eviction.

8. Learned counsel further argues that an application has been filed in connection with the present appeal under Order XLI Rule 27 of the Code of Civil Procedure to show that for several months in the interregnum, even till passing of the decree by the trial court, the appellant had all along been in possession of the suit premises.

9. However, we are unable to accept the contentions of the appellant on either count.

10. Insofar as Section 6(1)(j) is concerned, the language of the same is that where the tenant has acquired or constructed, or has been allotted, a house or flat, eviction can be granted in respect of such a tenant, *provided a moratorium for one year is allowed for vacating the premises*.

11. Thus, as per the said language of the statute, the moratorium is in respect of vacating the premises, upon passing of an eviction decree, and need not necessarily be construed as the notice period for issuance of a notice of eviction. In fact, if such interpretation of the said provision as advanced by the appellant is to be accepted, the court would have to rewrite the provision of Section 6(4) of the 1997 Act which contemplates that a notice of only one month, expiring with a month of tenancy, is required to be given preceding the institution of a suit for eviction on *any of the grounds* enumerated in Section 6, thus encompassing eviction under Section 6 (1) (j) as well.

12. Hence, the said contention of the appellant is not tenable in law.

13. With regard to Section 6(1)(l), we find from the impugned judgment of the trial court that the evidence of P.W.1 and the Exhibits were considered at length. The months for which the tenancy bills were produced during the year 2014 were adverted to only to point out that those were zero electricity bills, indicating that the tenant could not have resided in the suit premises during such period. However, the

said consideration is not exhaustive on the issue-in-question.

14. The learned Trial Judge also considered the electoral roll for the next year, that is 2015, which revealed that the names of the defendant and his wife featured in a different constituency than one in which the suit premises is located. Thus, on a consideration of the entire evidence before the courts below, the courts came to the concurrent finding as to satisfaction of Section 6(1)(l) of the 1997 Act.

15. We do not find any reason to interfere with the same.

16. Insofar as the documents now sought to be produced under Order XLI Rule 27 of the Code of Civil Procedure by the appellant for the first time in the second appellate court is concerned, we are of the categorical opinion that in view of not having furnished those documents either before the trial court or before the first appellate court, the defendant/appellant is precluded under Order XLI Rule 27 (1) (aa) of the Code from furnishing the said documents for the first time before this Court.

17. Thus, there is no scope of interference with the impugned concurrent judgments and decrees of the courts below, since no substantial question of law is involved.

18. Insofar as moratorium of one year as contemplated in Section 6(1)(j) is concerned, since the impugned judgment of the first appellate court was passed on February 12, 2025 and the period of one year has

already elapsed thereafter, there arises no question of granting any further time to the defendant/appellant to vacate the suit premises in consonance with the moratorium of one year as contemplated in Section 6(1)(j) of the 1997 Act.

19. Hence, SAT 111 of 2025 is dismissed under Order XLI Rule 11 of the Code of Civil Procedure. Consequentially, CAN 1 of 2025 and CAN 2 of 2025 stands dismissed as well.

20. There will be no order as to costs.

21. Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance with the requisite formalities.

(Sabyasachi Bhattacharyya, J.)

(Sandip Kumar De, J.)