

21.05.2026
Sl. No. 27
Ct No. 6
tkm

CO 2762 of 2025

Gour Biswas & Anr.
Vs
Paresh Chandra Roy & Ors.

Mr. Biswarup Biswas

...for the petitioners

1. None appears for the opposite party.
2. It has been recorded in the order dated May 12, 2026 that from the affidavit of service it reveals that the postal article sent to the opposite parties have returned unserved with the endorsement “refused/returned to sender”.
3. This revisional application is directed against the order dated March 24, 2025 passed by the learned Civil Judge, (Junior Division), 1st Court at Krishnagar, Nadia (in-Charge) in Title Suit No. 526 of 2024 whereby the petitioner has been directed to pay a sum of Rs. 27,168.75 as arrear rent for the period of Aswin 1424 to Falgun 1431 BS i.e. for 90 months @ Rs. 172.50 per month along with 10% interest at his own risk.
4. The opposite party no. 1 has instituted a suit being Title Suit no. 526 of 2024 for eviction of the petitioners along with others. In the said suit, the petitioners filed applications under section 7(1) and 7(2) of the West Bengal Premises Tenancy Act, 1997.

5. The petitioners' application under section 7(2) of the 1997 Act has been disposed by the order impugned by directing the petitioner to pay the aforesaid sum of Rs. 27,168.75/- (Rupees Twenty Seven Thousand One Hundred Sixty Eight and Seventy Five Paisa) only as arrear rents along with interest as aforesaid.

6. Feeling aggrieved by the said order, the petitioners have approached this court by way of the present revisional application.

7. Mr. Biswas, learned advocate appearing for the petitioner submits that the learned Trial Court has committed a serious error in calculating the interest on the arrears of rent payable by the petitioner to the opposite party no. 1.

8. He submits that the learned trial court has applied a wrong method for calculation of interest on the rent-arrears.

9. It is submitted that although rent was due for 90 months, while the rent for the first month of the said 90 months period would carry interest for 90 months, the rent for the 89th month would carry interest for only one month and the rent for the 90th month may not carry any interest at all.

10. In support of such submission, he relies on a judgment of the Co-ordinate Bench of this court in the case of ***Shree Shree Radha Krishna Jew Thakur and***

Thakurani vs. Nirmalendu Sanyal reported in **2025 (3) CHN (Cal) 216**. He also relies on an unreported judgment of a co-ordinate Bench of this court in the case of ***Mata Prasad Shaw vs. Smt. Sudama Debi (CO 1140 of 2023)*** decided on June 13, 2023.

11. Having heard Mr. Biswas, learned advocate for the petitioner and having considered the materials on record, this court is of the view that the order impugned deserves interference.

12. It is evident from the order impugned that the learned Trial Court while calculating interest on arrears of rent for 90 months has employed the formula for calculation of simple interest straightway by converting the period of 90 months to 7.5 years and then multiplying the same by 10% (i.e. the rate of interest) which again is multiplied by Rs. 15,525 (which is the rent arrears for 90 months).

13. In doing so, the learned trial court has missed the point that interest on rent for all the months which had fallen due for a period lesser than 90 months, would have to be calculated only for the period for which the rent was actually due. For example in a 90 days' period of default while interest on the rent arrears for the first month of the 90 days' period will be for the entire 90 months; the interest on the rent due for the second month of the 90 day period will be for 89 months and so on.

14. For all the reasons aforesaid, the order impugned dated March 24, 2025 is set aside.

15. The learned Trial Court is requested to recalculate the interest on the arrears of rent due in terms of the decision rendered by this court in the case of ***Shree Shree Radha Krishna Jew Thakur and Thakurani*** (supra) and ***Mata Prasad Shaw*** (supra) as early as possible and preferably within a period one month from the next date fixed and fix an appropriate time frame within which the amount is to be paid so that the petitioner may get the benefit of Section 7(4) of the 1997 Act as directed in ***Mata Prasad Shaw*** (supra).

16. With the aforesaid direction, CO 2762 of 2025 stands disposed of.

17. There shall be no order as to costs.

(Om Narayan Rai, J.)