

21.04.2026
Ct No.2
D/L 11
Mujahid

CO 2586 of 2024
With
CAN 1 of 2025

Shashi Kant Kamani & Ors.
Vs.
Urmila Gupta @ Urmila Devi Gupta & Ors.

Mr. Prashant Agarwal
Mr. Badal Singh

...for the petitioners

Mr. Sovan Mukherjee

...for the opposite parties

1. Present petition has been filed challenging the order dated 15th April, 2024 whereby the learned trial court disposed of the application under Section 7(2) of the West Bengal Premises Tenancy Act, 1997 inter alia directing the petitioners/tenant to deposit the amount equivalent to the last paid admitted rent within 15th of each succeeding month. Learned trial court also kept the issue of relationship of landlord and tenant between the parties open to be determined at the stage of argument.

2. Learned counsel for the petitioners submits that the impugned order has been passed mechanically without any application of mind, Learned trial court inter alia observed that the

petitioners were inducted as a monthly premises tenant under the plaintiffs at a rental of Rs. 3560.90/- payable according to English calendar month. Learned counsel submits that the impugned suffers from inherent contradiction as in the later part it kept the issue of landlord and tenant relationship open. It has also pointed that in the petition it was stated that the rent was payable according to Hindi calendar month whereas in the impugned order, learned trial court, inter alia stated that the rent was payable according to the English calendar month.

3. Learned counsel for the opposite parties/landlord has refuted the averments and submits that the learned trial court has rightly kept the issue of landlord and tenant relationship open and no fault can be found with this.

4. After hearing of both the parties, it transpires that the petitioners were inducted as a tenant by late Gyarsilal Gupta, i.e. predecessor in interest of the opposite parties. The petitioners/tenant had admittedly been paying rent to opposite party no.1, i.e., Urmila Gupta @ Urmila Devi Gupta, widow of late Gyarsilal Gupta. However, later on the petitioners/tenant were asked to pay the rent in the name of all legal heirs of late Gyarsilal Gupta. Thus, as far as the relationship of landlord and tenant is

concerned is not disputed between late Gyarasilal Gupta and the petitioners/tenant.

5. It is a settled proposition that while deciding the application under Section 7(2), if the relationship of landlord and tenant in disputed the Court is under mandatory obligation to frame the issue as to the relationship of landlord and tenant and to decide the same in accordance with the law. Reliance can be placed upon **Smt. Bina Kumar & Ors. vs. Sri Janardan Roy (since deceased), represented by Dr. Swapan Kumar Roy @ Ors.**, 2016 SCC OnLine Cal 4456.

6. The Court finds that there are inherent contradictions in the impugned order and it is liable to be set aside. Hence the matter is relegated back to the learned trial court for deciding the application under Section 7(2) of the West Bengal Premises Tenancy Act afresh in accordance with law expeditiously after giving both the parties an opportunity of being heard. However, in order to avoid any default the petitioners/tenant shall continue the deposit the rent @ of Rs.3560.90/- according to Hindi calendar month within 15th day of each succeeding month. Learned trial court shall frame an issue as to the relationship of landlord and tenant and shall decide the same in accordance with

the law after giving the parties an opportunity of being heard.

7. Accordingly, CO 2586 of 2024 stands disposed of.

8. Connected applications, if any, are also disposed of.

9. All parties shall act in terms of server copy of the order downloaded from the official website of this Court.

(Dinesh Kumar Sharma, J.)