

**IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
ORIGINAL SIDE**

Before:

The Hon'ble Justice Hiranmay Bhattacharyya

**WPO 52 OF 2026
AJAY RAJ AGENCIES PVT. LTD.
VS.
STATE OF WEST BENGAL AND ORS.**

For the petitioner : Mr. Tapas Dutta
Mr. Satyadip Sarkar

..... advocates

For the Respondent : Ms. Noelle Banerjee
Ms. Nilanjana Adhya
Mr. Sayan Ganguly

..... advocates

Reserved on : 09.04.2026

Judgment on : 24.04.2026

Hiranmay Bhattacharyya, J.:-

1. Petitioner has prayed for a direction upon the respondents to pay interest at the rate of 12% on Rs. 9,43,500/- from the date of deposit till 17th November, 2025 i.e., the date of remittance of the aforesaid amount.
2. Petitioner claims to have inducted K.G. Industries Private Limited as a monthly tenant in respect of a premises being no. 14, Portuguese, Church Street under Police Station-Burrabazar, Kolkata – 700 001 (for short “the tenanted premises”). The petitioner claims that the said tenant was depositing monthly rent in the office of the Rent Controller at Kolkata i.e., being the 2nd respondent from the month of March 2014, till January 2025 at the rate of Rs. 8500/- per month.

3. Alleging inaction on the part of the Rent Controller in not remitting the amount deposited by the tenant on account of rent, petitioner filed a writ petition, which was disposed of an order dated 11.07.2025. The Rent Controller, thereafter, remitted an amount of Rs. 9,43,500/- on 17.11.2025.
4. Petitioner submitted a letter dated November 20, 2025 claiming interest on the aforesaid amount of Rs. 9,43,500/- and such prayer was rejected by the Rent Controller, Kolkata by a letter dated 28.11.2025.
5. Being aggrieved by the decision of the Rent Controller in refusing to pay interest on the aforesaid amount, the petitioner has approached this Court.
6. Mr. Dutta the learned advocate appearing for the petitioner submitted that the tenant deposited the monthly rents for the period from March 2014 till January 2025 with the second respondent but the second respondent caused unnecessary delay in remitting the amount on account of rent to the petitioner. He placed strong reliance upon the provisions laid down in Section 21 of the West Bengal Premises Tenancy Act, 1997, in support of his contention that the deposit made by the tenant shall have to be accompanied by an application supported by an affidavit by the tenant and such application shall be accompanied by as many true copies thereof, as there are landlords for sending such copy or copies to the landlords. He contended that the 2nd respondent did not comply with such statutory obligations.
7. The learned advocate for the petitioner placed reliance upon a decision of the Hon'ble Supreme Court in the case of **Poornima Advani and Ors. vs. Government of NCT and Ors.** reported in **MANU/SC/0265/2025** in support of his contention that the obligation to refund money received and retained without right implies and carries with it the right to interest.
8. By referring to the reliefs claimed in the earlier writ petition, learned advocate for the State contended that the prayer of the petitioner claiming interest was not allowed by the co-ordinate bench in the earlier round of litigation and, therefore, the instant writ petition is barred by the principles

of constructive res judicata. In support of such contention reliance was placed upon Explanation V to Section 11 of the Code of Civil Procedure. It was further contended that Rule 11 of the West Bengal Premises Tenancy Rules, 1999 prescribes the manner of withdrawal of the deposit of rent. It was contended that the petitioner did not apply for withdrawal of the deposit of rent in the prescribed format. It was further contended that pursuant to the order passed by the co-ordinate bench the petitioner applied in the prescribed format and after making scrutiny as provided under the Rules the amount has been remitted to the petitioner. The learned advocate further contended that the petitioner was responsible for the delay and therefore, is not entitled to claim any interest and there was no delay on the part of the respondent authorities in remitting the amount of rent.

9. In reply, the learned advocate appearing for the petitioner placed reliance upon a decision of the Hon'ble Supreme Court in the case of **Saroja vs. Chinnusamy (Dead) by L.Rs and Ors.** reported at **Manu/SC/3416/2007** in support of his contention that the principles of res judicata shall be applicable only if the issue relating to interest had been decided by the co-ordinate bench in the earlier round of litigation. He contended that the entitlement of the petitioner as to interest was not decided by the co-ordinate bench in the earlier round of litigation. He, therefore, contended that the claim for interest made by the petitioner cannot be said to be barred by principles of res judicata as the instant writ petition has been filed on a fresh cause of action.
10. Heard the learned advocates for the parties and perused the materials placed.
11. Petitioner filed a writ petition being WPO 461 of 2025 which was disposed of by a co-ordinate bench by an order dated July 11, 2025 by granting liberty to the writ petitioner to submit the application for withdrawal of rent before the Rent Controller in accordance with the provisions of the West Bengal Premises Tenancy Rules 1999 preferably by following the procedure as mentioned in page 4 of the report filed by the State in the said report on that

date. The petitioner alleges that though the Rent Controller remitted an amount of Rs. 9,43,500 on 17.11.2025 on account of deposit of rent in compliance with the order passed by the co-ordinate bench, no interest was paid on such amount.

12. It is not in dispute that the Rent Controller remitted an amount of Rs. 9,43,500/- on 17.11.2025. The petitioner claimed interest on the same amount and such prayer was rejected by the Rent Controller.
13. It is not in dispute that pursuant to the liberty granted by the order dated July 11, 2025 petitioner applied in accordance with the provisions of Rule 11 of the 1999 Rules for withdrawal of rent. When the 1999 Rules prescribes a procedure for withdrawal of deposit of rent, such withdrawal can be permitted /allowed only upon compliance of such requisite formalities. Though the petitioner has alleged inaction on the part of the second respondent in remitting the amount deposited with the respondent no. 2, there is no document on record to show that the petitioner filed applications for withdrawal of rent in accordance with the provisions laid down in Rule 11 of the 1999 Rules prior to the order dated 11.06.2025 passed by the co-ordinate bench in WPO No. 461 of 2025.
14. For all the reasons as aforesaid this Court holds that the petitioner was not diligent in applying before the concerned authority for withdrawal of rent. Petitioner ought to have taken prompt steps for withdrawal of the deposit of rent.
15. The Learned Advocate for the petitioner contended that no communication was made by the Rent Controller to the petitioner under Section 21 (4) and 21 (7) of the 1997 Act. In the affidavit-in-opposition of the 2nd respondent it has been stated that substantial number of old records were damaged or lost and certain waste papers were disposed of as per official procedure. The Learned Advocate for the petitioner strenuously contended that the documents relating to compliances under Section 21 (4) and 21 (7) do not

fall within the class of documents which could have been destroyed as per the relevant rules and procedures.

16. This Court is not inclined to enter into such a dispute in the case on hand as the fact of deposit of rent by the tenant with the Controller on and from the month of March 2014 till January 2025 was within the knowledge of the petitioner as would be evident from the affidavit portion wherein the statement made in paragraph 2 have been stated to be true to the knowledge of the deponent. Such an issue cannot be allowed to be raised by the petitioner at such a belated stage i.e. in the year 2026.
17. When the petitioner was aware that the tenant was depositing rent with the second respondent from the month of March 2014, nothing prevented the petitioner from approaching the second respondent with an appropriate application for withdrawal of the rent lying in deposit. The petitioner approached the writ court for a direction to release the amount lying in deposit at a belated stage. Thus, the petitioner was solely responsible for such delay.
18. The short point that falls for consideration in this writ petition is whether the petitioner is entitled to interest on the aforesaid amount. A more or less identical issue fell for consideration before this Court in WPO 896 of 2025 and this Court by a judgment dated 24.04.26 held that the petitioner is not entitled to interest.
19. This Court in WPO 896 of 2025 (*Ajay Raj Agencies Pvt. Ltd. Vs. State of West Bengal and ors.*) elaborately considered the decision in **Poornima Advani** (supra) as well as various provisions of the 1997 Act under 1999 Rules and it was held that the decision in **Poornima Advani** (supra) being distinguishable on facts cannot come to the aid of the petitioner.
20. The decision in **Saroja** (supra) was also considered by this Court. The decision of this court in WPO 896 of 2025 shall squarely apply to the case on hand.

21. By following the decision in WPO 896 of 2025, to the mind of this court the petitioner, cannot be compensated for the delay caused by himself by way of payment of interest.
22. For such reason this Court is not inclined to grant any relief to the petitioner. Accordingly, the writ petition stands dismissed. There shall be, however, no order as to costs.
23. Urgent photostat certified copies, if applied for, be supplied to the parties upon compliance of all formalities.

(HIRANMAY BHATTACHARYYA, J.)