IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE

Present:

The Hon'ble **Justice Prasenjit Biswas**

CO 4541 of 2025

Nandalal Singhania & Ors.

-Versus-

M/s. Bhajanlal Sajjan Kumar & Anr.

For the Petitioners : **Mr. Samir Kr. Dhar.**

For the Opposite Party No. 1 : **Mr. Matibur Rahaman.**
Mr. Sumit Kumar Ray.

Hearing concluded on : **02.09.2026**

Judgment on : **15.10.2026**

Judgment uploaded on : **15.10.2026**

Prasenjit Biswas, J:-

1. The instant Civil Revisional Application has been preferred under Article 227 of the Constitution of India, assailing the order dated 11.08.2025 (Order No. 80) passed by the learned Trial Court in Ejectment Suit No. 122 of 2009 (Registration No. 3177 of 2014).

2. By the impugned order, the learned Trial Court disposed of the application filed by the defendant/tenants under Section 7(2) of the West Bengal Premises Tenancy Act, 1997, and directed the defendant to deposit the current rent within the time stipulated under Section 7(1)(c) of the said Act.

3. Being aggrieved by and dissatisfied with the aforesaid order, the plaintiffs/petitioners have approached this Court by way of the present revisional application, seeking to assail the legality and propriety of the impugned order.

4. The factual matrix, as it emerges from the materials on record, is that the plaintiffs/petitioners instituted Ejectment Suit No. 122 of 2009 against the defendant/respondents for recovery of vacant and khas possession of the suit property, as described in the schedule to the plaint. The suit property comprises Flat No. 1, situated on the ground floor of the building, and Godown No. 10, also situated on the ground floor, at premises No. 36B, Shakespeare Sarani, Police Station Shakespeare Sarani, Kolkata–700017.

5. Upon receipt of the summons issued by the learned Trial Court, the defendant entered appearance in the suit on 23.06.2009 and filed applications under Sections 7(1) and 7(2) of the West Bengal Premises Tenancy Act, 1997. The plaintiffs/petitioners contested the said applications by filing their respective written objections.

6. The learned Trial Court initially adjudicated the application filed by the defendant under Section 7(2) of the said Act by an order dated 14.06.2010, which was subsequently modified by a further order dated 19.07.2010. Being dissatisfied with the orders so passed, the plaintiffs/petitioners approached this Court by filing a revisional application, being C.O. No. 2632 of 2010.

7. This Court, upon consideration of the matter, allowed the aforesaid revisional application, set aside the orders dated 14.06.2010 and 19.07.2010 passed by the learned Trial Court and remitted the matter to the learned Trial Court for fresh adjudication of the defendant' application under Section 7(2) of the West Bengal Premises Tenancy Act, 1997. The learned Trial Court was directed to afford the parties adequate opportunities to advance their respective submissions and to dispose of the said application afresh within the time stipulated by this Court in its order passed in connection with C.O. No. 2632 of 2010.

8. Pursuant to the aforesaid direction, the learned Trial Court reconsidered the application filed by the defendant under Section 7(2) of the said Act and ultimately disposed of the same by the impugned order dated 11.08.2025 (Order No. 80). It is this order, whereby the application of the defendant was allowed and a direction was issued for payment of the current rent within the prescribed period that has been challenged by the

plaintiffs/petitioners in the present Civil Revisional Application under Article 227 of the Constitution of India.

9. Mr. Samir Kr. Dhar, learned Advocate appearing on behalf of the petitioners, at the very outset, contended that the applications filed by the defendant under Sections 7(1) and 7(2) of the West Bengal Premises Tenancy Act, 1997, were barred by limitation and, as such, ought not to have been entertained by the learned Trial Court. According to the learned Advocate, the statutory requirements governing the deposit of rent and the consequences of default in complying with such requirements were not duly appreciated by the learned Trial Court while passing the impugned order.

10. It was further submitted that the learned Trial Court committed a serious error in allowing the application filed by the defendant under Section 7(2) of the said Act, notwithstanding the petitioners' specific objections regarding the invalidity of the deposits allegedly made by the defendant. Elaborating on this aspect, learned Advocate contended that the deposits were made in respect of an incorrect premises number and in the names of persons who were either not the rightful recipients of the rent or had already died. It was, therefore, argued that such deposits could not have been treated as valid and lawful deposits of rent so as to

enable the defendant to claim the benefit of the statutory protection available under the Act.

11. Learned Advocate further submitted that the earlier orders passed by the learned Trial Court in connection with the defendant's application under Section 7(2) of the Act had already been set aside by this Court in C.O. No. 2632 of 2010. By the order passed in the said revisional proceeding, this Court had directed the learned Trial Court to reconsider the application afresh after affording the parties adequate opportunities to advance their respective submissions and to dispose of the matter within the stipulated time. According to the learned Advocate, despite such specific directions, the learned Trial Court failed to undertake a proper consideration of the relevant materials on record and the objections raised by the plaintiffs/petitioners. It was contended that the impugned order was passed without due consideration of the material facts and circumstances bearing upon the question of default in payment of rent and the validity of the deposits made by the defendant.

12. Drawing the attention of this Court to the notice to quit dated 17.03.2009, learned Advocate submitted that the plaintiffs/petitioners had specifically alleged that the defendant had been defaulters in payment of rent since February 2003. It was contended that the allegation of default was not an incidental or subsequent plea but constituted one of the material grounds on

which the plaintiffs/petitioners sought recovery of possession of the suit premises. Nevertheless, according to the learned Advocate, the learned Trial Court failed to properly consider the allegation of persistent default, as specifically recorded in the notice to quit, while adjudicating the application under Section 7(2) of the Act.

13. It was further submitted that the agreement dated 09.12.1970, executed between the landlords and the tenants, was also a material document governing the relationship between the parties and the nature and extent of the tenancy. Learned Advocate contended that the terms and conditions of the said agreement, particularly insofar as they related to the identity and extent of the tenanted premises and the obligations of the defendant as tenant, were not duly considered by the learned Trial Court. According to him, a proper adjudication of the application under Section 7(2) required due consideration of the relevant contractual terms alongside the statutory obligations imposed upon the defendant under the Act of 1997.

14. Referring to the earlier proceedings before the learned Trial Court, learned Advocate submitted that, by an order dated 14.06.2010, the defendant had been permitted and directed to deposit the arrears of rent in Court. However, according to the petitioners, the defendant failed to comply with the said direction in its entirety. It was contended that the order dated 14.06.2010

reflected the existence of arrears of rent for five months, namely, February 2006 and the period from February to May 2010, and that the defendant had been directed to deposit the arrears together with the requisite interest. Learned Advocate submitted that the defendant nevertheless failed to make the deposits in accordance with the said direction.

15. It was further argued that the defendant thereafter filed an application under Section 151 of the Code of Civil Procedure, 1908, seeking modification of the order dated 14.06.2010. Although the said application was allowed and the defendant were granted a further direction concerning the deposit of rent for the relevant month of 2006 together with interest, the defendant allegedly failed to comply with the modified direction as well. According to the learned Advocate, the repeated failure of the defendant to comply with the orders passed by the learned Trial Court demonstrated that the defaults in question could not be treated as mere technical or inconsequential irregularities. It was, therefore, contended that the learned Trial Court ought to have examined the consequences of such non-compliance before granting relief to the defendant under Section 7(2) of the Act.

16. Learned Advocate further submitted that the deposits made by the defendant were fundamentally defective inasmuch as they allegedly related to an incorrect premises number and purported to

cover an area beyond the actual tenanted premises. It was contended that the defendant had impermissibly enlarged the scope of their tenancy by including an additional area, namely, the garden situated within premises No. 36B, Shakespeare Sarani, Kolkata–700017. According to the petitioners, the defendant could not, by making deposits in respect of an enlarged or incorrectly described area, alter the identity or extent of the demised premises or claim that such deposits constituted valid compliance with their statutory obligations as tenants.

17. It was further contended that the deposits were made in the names of persons who were allegedly not the proper recipients of the rent, including persons who had already died. The learned Advocate submitted that the identity of the landlord or the person legally entitled to receive the rent, as well as the correct identification of the tenanted premises, were material considerations in determining whether the deposits made by the defendant could be regarded as valid deposits in law. According to him, the learned Trial Court failed to address these objections in their proper perspective and erroneously proceeded to allow the application under Section 7(2) of the Act.

18. On the basis of the aforesaid submissions, learned Advocate for the petitioners argued that the defendant had repeatedly defaulted in payment and deposit of rent and had failed to comply

with the directions issued by the learned Trial Court on earlier occasions. He further contended that the alleged deposits were defective on account of the incorrect description of the premises, the inclusion of an additional area beyond the tenanted premises and the use of the names of persons who were allegedly not legally entitled to receive the rent. According to the learned Advocate, these circumstances, considered cumulatively, cast serious doubt upon the validity of the deposits and the entitlement of the defendant to the relief granted by the learned Trial Court.

19. In support of his contentions, Mr. Samir Kr. Dhar, learned Advocate for the petitioners, placed reliance upon the decision of a Coordinate Bench of this Court in ***Nisha Shah v. Madhuri Chandra and Others***[1]. Learned Advocate submitted that the factual circumstances and the legal issues arising in the present case were substantially similar to those considered by the Coordinate Bench in the aforesaid decision. He contended that the principles laid down therein supported the petitioners' challenge to the impugned order and warranted interference by this Court in the exercise of its supervisory jurisdiction under Article 227 of the Constitution of India.

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[1] **2026 SCC OnLine Cal 622**

20. Accordingly, learned Advocate for the petitioners prayed that the present Civil Revisional Application be allowed, the impugned order dated 11.08.2025 passed by the learned Trial Court be set aside, and appropriate consequential orders be passed in accordance with law.

21. Per contra, Mr. Matibur Rahaman, learned Advocate appearing on behalf of the defendant/respondent, vehemently opposed the contentions advanced on behalf of the plaintiffs/petitioners and submitted that the impugned order passed by the learned Trial Court does not suffer from any illegality, material irregularity, or infirmity warranting interference by this Court. According to the learned Advocate, the materials available on record, particularly the documents duly produced and marked as exhibits before the learned Trial Court, do not establish that the defendant/respondents were defaulters in payment of rent. He contended that the question of default must be determined on the basis of the documentary evidence available on record and in accordance with the provisions of the applicable tenancy law.

22. It was further submitted by the learned Advocate that the defendant/respondents, in their capacity as tenants, had duly deposited the monthly rent as well as the arrear rent within the period prescribed under the relevant provisions of the Act. In support of such submission, he drew the attention of the Court to

the exhibited documents, which, according to him, sufficiently demonstrate that the defendant/respondents had complied with their statutory obligations regarding payment and deposit of rent. He accordingly contended that, in the absence of any legally sustainable finding of default, the defendant/respondents could not be treated as defaulters within the meaning of the applicable statutory provisions.

23. The learned Advocate further argued that the plaintiffs/petitioners could not derive any advantage from an allegation of default when the documentary evidence on record, according to the defendant/respondents, established timely payment or deposit of the rent and arrears thereof. He submitted that the learned Trial Court had considered the relevant materials placed before it and had passed the impugned order upon due consideration of the facts and circumstances of the case. Therefore, unless the plaintiffs/petitioners could demonstrate that the learned Trial Court had committed a manifest error of law or had failed to consider any material evidence having a bearing on the issue, there would be no justification for this Court to disturb the order under challenge.

24. In support of his submissions, Mr. Matibur Rahaman, learned Advocate for the defendant/respondents, placed reliance upon the decisions of the Coordinate Bench of this Court in ***Manikyaram***

Chatuspati v. Shrimati Sikha Dev & Ors.[2]**,** and ***Nawal Kishore Agarwalla v. Samarendra Nath Shaw***.[3] Relying upon the aforesaid decisions, he sought to impress upon the Court that the issue of default in payment of rent must be examined in the light of the applicable statutory provisions and the materials available on record, and that the consequences of default cannot be attracted in the absence of the requisite legal and factual foundation.

25. In view of the aforesaid submissions, the learned Advocate contended that, since the defendant/respondent had duly deposited the rent and arrear rent within the time stipulated under the Act and could not, therefore, be regarded as defaulters, the principal ground urged by the plaintiffs/petitioners for challenging the impugned order was unsustainable. He accordingly submitted that the impugned order passed by the learned Trial Court was justified in the facts and circumstances of the case and did not call for any interference by this Court.

26. I have considered the rival submission advanced by both the parties and have gone through the impugned order passed by the learned Trial Court.

27. The instant suit was instituted by the plaintiffs/petitioners against the defendant/respondents for recovery of vacant and khas

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[2] **2011 (2) C.L.J. (Cal) 362**

[3] **1988 (1) C.L.J. 34**

possession of the suit property, as described in the schedule to the plaint. Upon receipt of the summons issued by the learned Trial Court, the defendant/respondents entered appearance in the suit on 23.06.2009 and filed applications under Sections 7(1) and 7(2) of the West Bengal Premises Tenancy Act, 1997 (hereinafter referred to as 'the Act of 1997'). Having regard to the date of appearance and the filing of the aforesaid applications, it appears that the defendant approached the learned Trial Court within the statutory period prescribed under the said Act. Accordingly, the objection raised by the plaintiffs/petitioners regarding limitation, insofar as it relates to the initial filing of the applications, is not sustainable on the facts placed before this Court.

28. The principal controversy that arises for consideration is whether the defendant/respondents were defaulters in payment of rent and whether the deposits made by them from time to time were valid and sufficient to discharge their statutory obligations under the Act of 1997.

29. The specific case of the plaintiffs/petitioners is that the defendant had been in default in payment of rent since February 2003 that is, following the disposal of the earlier ejectment proceedings. The materials on record, however, reveal that an earlier ejectment suit, being Ejectment Suit No. 470 of 1979, had been instituted by the plaintiffs against the defendant. The said suit

was dismissed by the learned Trial Court, and the appeal preferred against the judgment and decree passed therein was also dismissed. It is the case of the defendant that, during pendency of the earlier proceedings, they continued to deposit rent before the City Civil Court at Calcutta.

30. In support of their contention, the defendant produced certain challans relating to the deposits made before the City Civil Court, Calcutta, in connection with the earlier ejectment suit. The said challans indicate that rent for the relevant period, including the months of February 2003 and December 2005, had been deposited before the appropriate court during pendency of the earlier litigation. Although the plaintiffs/petitioners disputed the factum of such deposits and contended that the defendant had failed to produce sufficient documentary evidence in support thereof, the defendant relied upon information slips issued by the concerned department to substantiate their claim.

31. Significantly, during adjudication of the application under Section 7(2) of the Act of 1997, the defendant examined a witness as PW-2, who produced the relevant deposit register maintained by the City Civil Court, Calcutta, concerning the challans submitted in respect of the rent deposits. The entries contained in the said register lend support to the defendant' contention that rent for February 2003 and December 2005 had, in fact, been deposited

before the City Civil Court and information slip was produced to that extent. No cogent documentary evidence was produced by the plaintiffs/petitioners to rebut the entries appearing in the register or to establish that the deposits for the aforesaid months had not been made.

32. It is apposite to refer to the decision rendered by the Co-ordinate Bench of this Court in **Manikyaram Chatuspati** (**supra**), wherein the Court, inter-alia, held that the payment of rent by the opposite party through Court in an earlier suit instituted between the previous landlord and the opposite party stood established by the information slip produced by the opposite party. In view of such documentary evidence demonstrating the deposit of rent through Court, the finding of the learned Trial Court that no arrears of rent were due did not suffer from any infirmity warranting interference by the revisional Court.

33. The aforesaid decision reiterates the principle that, while determining the question of default in payment of rent, the Court is required to consider the relevant documentary evidence relating to the deposit or payment of rent through Court. Where such payment is duly substantiated by the materials on record, an allegation of non-payment cannot be accepted in disregard of the evidence establishing such payment. Accordingly, the Co-ordinate Bench declined to interfere with the finding of the learned Trial Court

regarding the absence of arrears of rent, as the same was supported by the documentary evidence available on record.

34. Applying the aforesaid principle to the facts and circumstances of the present case, it appears that, in the absence of any cogent or convincing material to discredit the documentary evidence produced by the defendant/opposite party, the learned Trial Court was justified in taking such evidence into consideration while adjudicating the question of default in payment of rent. The evidentiary value of the relevant documents cannot be discarded merely on the basis of a bare denial by the plaintiffs/petitioners. In the absence of any material sufficient to contradict or disprove the relevant entries in the official register, such denial, by itself, is insufficient to displace the probative value of the documents relied upon by the defendant/opposite party.

35. In such circumstances, the allegation of non-payment of rent for the months of February 2003 and December 2005 cannot be sustained merely on the basis of the objections raised by the plaintiffs/petitioners, particularly when the documentary evidence on record supports the case of the defendant/opposite party regarding payment or deposit of rent. Consequently, no illegality or material irregularity can be attributed to the finding of the learned Trial Court on this aspect.

36. It further appears from the materials on record that, after the relevant period covered by the deposits before the City Civil Court, the defendant continued to deposit rent before the office of the Rent Controller from January 2006 to May 2009. The plaintiffs/petitioners, however, challenged the validity of the said deposits on two principal grounds. First, it was contended that rent for February 2006 had not been deposited within the prescribed period. Secondly, it was argued that the deposits made before the Rent Controller were invalid because the particulars of the tenanted premises had been incorrectly described in the challans.

37. With regard to the alleged non-payment of rent for February 2006, the materials on record indicate that the defendant deposited the rent for the said month as admitted arrears of rent, together with the requisite statutory interest, in accordance with the provisions of Section 7(1) of the Act of 1997. The relevant question, therefore, is whether such deposit, made along with the applicable interest, satisfied the statutory requirement and whether any subsisting default remained thereafter. Upon consideration of the materials referred to above, it appears that the defendant took steps to discharge their liability in respect of the rent for February 2006 by making the deposit together with the statutory interest. In the absence of any further material demonstrating that the said deposit was insufficient or otherwise legally ineffective, the mere assertion

that the rent for the said month had not initially been deposited cannot, by itself, establish a continuing default.

38. The next objection raised on behalf of the plaintiffs/petitioners concerns the description of the suit premises in the challans submitted before the Rent Controller. It was contended by Mr. Dhar, learned Advocate appearing for the plaintiffs/petitioners that the deposits were made in respect of premises described as No. 36A, Shakespeare Sarani, Kolkata, whereas the suit property is situated at premises No. 36B, Shakespeare Sarani, Kolkata. Learned Advocate further submitted that the description contained in the challans included Flat No. 1, one garage and garden on the ground floor, and one godown and servant quarter on the first floor of the outhouse at premises No. 36, subsequently described as No. 36A, Shakespeare Sarani. According to the learned Advocate, such discrepancies rendered the deposits invalid in law.

39. The aforesaid contention, however, must be examined in the light of the documents forming part of the record and the description of the tenanted premises as disclosed therein. It is evident that the defendant referred to the earlier number of the premises in the challans submitted before the Rent Controller. The plaintiffs/petitioners have not produced any documentary evidence to establish that the premises originally bearing No. 36 had subsequently been renumbered as No. 36B, or that the description

appearing in the challans necessarily referred to a different property altogether.

40. In the absence of such supporting evidence, the discrepancy in the present municipal number of the premises cannot, by itself, be regarded as conclusive proof that the deposits were made in respect of a property other than the suit premises. The material consideration is whether the deposits can, upon a proper appreciation of the relevant documents and the description of the tenancy, be identified with the tenancy in question. A mere discrepancy in the description of the premises, without further evidence demonstrating that the deposits related to an entirely different tenancy or property, would not necessarily render the deposits invalid.

41. It is true that a tenant seeking the protection of Section 7 of the Act of 1997 must comply with the statutory requirements governing the deposit of rent. At the same time, the validity of a deposit must be determined upon consideration of the substance of the transaction and the evidence available on record, rather than on the basis of a discrepancy in nomenclature alone. In the present case, the plaintiffs/petitioners have not produced sufficient material to establish that the earlier premises number mentioned in the challans referred to a property distinct from the suit premises. Consequently, the objection concerning the discrepancy in the

premises number does not, on the materials presently available, furnish sufficient justification for treating all the deposits made before the Rent Controller as invalid.

42. It further appears from the materials on record that the defendant continued to deposit rent from June 2009 onwards and that such deposits extended up to May 2025. The plaintiffs/petitioners specifically contended that the defendant had failed to deposit rent for June 2010. The relevant materials, however, indicate that rent for the said month was deposited on 18.06.2010. In view of the documentary evidence showing the deposit within the relevant month, the allegation of non-payment of rent for June 2010 cannot be sustained.

43. Another objection raised by the plaintiffs/petitioners relates to the deposits made for the period from March 2020 to June 2021. It was contended that the deposits for the said period were made beyond the prescribed period and, therefore, ought not to have been treated as valid deposits under the Act of 1997.

44. In considering this objection, the extraordinary circumstances prevailing during the COVID-19 pandemic cannot be overlooked. The Hon'ble Supreme Court, by its orders in Miscellaneous Application No. 21 of 2022 concerning the extension and exclusion of the period of limitation during the pandemic, directed that the period commencing on 15.03.2020 and ending on 28.02.2022 be excluded

for the purpose of computing limitation in the manner specified therein. Accordingly, the effect of the said orders must be considered while examining the objection that the deposits relating to the aforesaid period were delayed.

45. Having regard to the entire factual matrix, it appears that the defendant produced documentary evidence in support of the deposits made before the City Civil Court, Calcutta, as well as the deposits subsequently made before the Rent Controller. The official deposit register produced during the proceedings supports the defendant's case regarding the deposits for February 2003 and December 2005. The materials further indicate that rent for February 2006 was deposited along with statutory interest and that rent for June 2010 was deposited on 18.06.2010. The objection concerning the description of the premises in the challans has not been substantiated by documentary evidence establishing that the deposits related to a different property. The objections concerning the deposits made during the COVID-19 pandemic must likewise be examined in accordance with the applicable orders of the Hon'ble Supreme Court and the statutory provisions governing the deposits.

46. In view of the aforesaid discussion, and subject to the statutory requirements governing the respective deposits having been duly satisfied, the materials on record do not establish that the defendant remained in arrears of rent so as to disentitle him to the

relief granted under Section 7(2) of the Act of 1997. The learned Trial Court, upon consideration of the evidence relating to the deposits and the objections raised by the plaintiffs/petitioners, was therefore justified in rejecting the allegation of default, provided that the deposits in question were found to comply with the applicable statutory requirements.

47. Accordingly, on the basis of the materials discussed above, the finding of the learned Trial Court that the defendant was not defaulter and that no arrears of rent remained payable cannot be interfered with merely on the grounds urged by the plaintiffs/petitioners. The impugned order does not warrant interference on this aspect, subject to the foregoing observations concerning the statutory validity and timeliness of the deposits.

48. The scope of this revisional jurisdiction is very much limited and this revisional Court under Article 227 of the Constitution of India should not interfere in the order passed by the learned Trial Court unless there is patent illegality or material irregularity in the order.

49. After considering the submission advanced by both the parties and after going though impugned order under challenge passed by the learned Trial Court I find that there is nothing to interfere with the impugned order. Accordingly, the revisional application fails.

50. It is, therefore, **dismissed**.

51. Considering the circumstances there will be no order as to costs.

52. Urgent Photostat certified copy of this order, if applied for, be given to the parties on payment of requisite fees.

(Prasenjit Biswas, J.)